



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING NOTICE & AGENDA JUNE 16, 2020

Posted June 12, 2020

Notice is given that the North Salt Lake City Council will hold a regular meeting on **JUNE 16, 2020** at 6:00 pm via electronic video conference. The following items of business will be discussed; the order of business may be changed as time permits.

### REGULAR SESSION - 6:00 p.m.

1. Introduction by Mayor Len Arave
2. Citizen Comment
3. Presentation and discussion related to social issues, policing, training and policies: NSL resident Kenny Akers, Councilperson Lisa Baskin
4. Consideration of **Ordinance 2020-13**: An ordinance amending Title 9, Buildings and Construction, updating applicable building codes
5. Consideration of **Resolution 2020-16R**: A resolution adopting certain fraud risk policies and creating the City of North Salt Lake Audit Committee
6. Consideration of **Resolution 2020-18R**: A resolution setting the Certified Property Tax Rate for all property located within the boundaries of the City of North Salt Lake for the Fiscal Year 2020-2021
7. Consideration of **Resolution 2020-17R**: A resolution authorizing the City Manager to execute all documents relating to the sale of certain property at Tunnel Springs
8. Discussion of Annexation Policy Plan, Future Annexation Area Map, & status of possible annexation petition filing for the Misty River Development
9. Approve City Council Minutes of June 2, 2020
10. Action Items
11. Council Reports
12. Mayor's Report
13. City Attorney Report
14. City Manager Report
15. Adjourn

**CLOSED SESSION**

1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property. *Utah Code 52-4-205*

This meeting will be held via Zoom. Members of the public are invited to listen to the meeting at the following link:

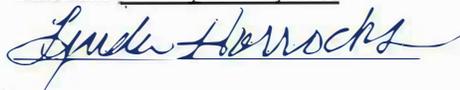
<https://us02web.zoom.us/j/83936229744?pwd=NW8yQWZLMS9MaS9SbGtLNUJOCmc4Zz09>

Questions for the governing body may be submitted ahead of timeto [lindah@nslcity.org](mailto:lindah@nslcity.org).

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 12th day of June, 2020.

Dated this 12th day of June, 2020.







# CITY OF NORTH SALT LAKE

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10 East Center Street  
North Salt Lake, Utah 84054  
(801) 335-8700  
(801) 335-8719 Fax

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** June 16, 2020

**SUBJECT:** Discussion of Social Issues and Police Policies and Procedures

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### BACKGROUND

This item is on the agenda for the purpose of having a discussion about social issues and policing policies and procedures. A North Salt Lake resident, Kenny Akers, who has been an active participant in our community, has been invited to address the Council with some of his thoughts and perspectives on racial issues. In addition, we have asked Chief Black to also address some of the recent calls for police policy and procedure adjustments. We hope that his will be an informative discussion.

As a part of this backup, I have included a copy of the Mayor's message that will be in next week's newsletter and Craig Black's letter that he has prepared as an overview and explanation of many things that his department has done and continues to do as a professional police department.

No action is required on this item.

## Protect and Serve

It takes a special person to be a police officer. Think about the tragic incidents that occur in our community on a regular basis. Domestic violence, child abuse, drug overdoses, suicides, car accidents. Think of the problems that have a negative effect on our neighborhoods including, cars driving too fast, someone breaking into your car or garage, property vandalism. Who do we ask to deal with these problems? Our police men and women.

Why would anyone want this job? Police departments do this 24 hours a day including holidays and regardless of the weather. They are not doing it because they have a desire to persecute or be mean to anyone. My experience is that it makes them feel good to make other people's lives better, which is what they do.

Over the last few weeks, there have been many discussions over policing policies and the outrage of the handling of well publicized police encounters. In the right context, these discussions can be healthy for our society. There has in fact been much discussion in the field of police work as to what the best policing policies and procedures should be over the last many years. The tough guy image we saw on TV in the late 60's is long gone. Broken Window Syndrome, community outreach, stop and frisk are all theories that have been tried and continue to evolve. Questions continue about the effectiveness and unintended consequences of many of these policies. Any new theory today will likewise need to be reevaluated and changes made. Add in complications from city budget constraints and the available labor pool and things get even more difficult. The truth is that we are still trying to figure out the best way to run a police department. The main consensus so far is that it isn't easy.

The North Salt Lake Police Department has been on the leading edge of many new policing ideas. Our hiring policies are designed to hire people that have the temperament to diffuse potentially dangerous situations. We train on de-escalation methods and make significant efforts at community outreach. Our goal is for our residents to see the police department as an important part of our community.

There are times when you may wonder why situations are handled the way they are. Officers may be wary of certain situations and act defensively. There may be times when it seems that their reactions are overkill or inappropriate. Our department reviews these situations on a regular basis and if problems are found, we perform additional training, adjust policies and, if necessary, we make personnel changes.

This does not mean that you will necessarily agree with how every situation is handled. At the heart of many of these issues lies the fact that we want to protect our officers. They are not only valiant city servants, they are also husbands, wives, fathers and mothers. They put their emotional and physical safety on the line regularly for each of us. Although we expect them to handle disrespect and abuse and continue to act professionally, our policies are designed to provide what safety can be found in what is all too often, very dangerous situations.

I believe that our police department does a very good job serving our community. Police are currently receiving a lot of bad publicity from recent events. It is very sad that hundreds of thousands of police

officers are being judged by a very few of the many millions of police encounters that happen every year. How quickly we forget about the extra mile that so many officers go to make our lives better.

For the most part, theirs is a thankless job. Although they often deal with tragedy, they always seem to try to smile. Make sure you smile back. If you see them, wave and if you get a chance, tell them thank you.

On May 25, 2020 a horrific crime against a fellow human being was perpetrated nearly 1000 miles from our city. Yet, the outrage, the betrayal, and the unbelief are felt as acutely here as anywhere else in our country. What made this crime especially hurtful was that it was perpetrated by a person who presumably had sworn an oath to preserve peace, to protect life, and to uphold the Constitution of the United States. Most disturbing is the duty that this man had, as do tens of thousands across the country, to protect those most vulnerable from the abuse of people who would do harm. This perpetrator was a police officer. His actions have sparked emotional responses across our country, even the world, demanding better of those who we trust to serve and protect us.

Perhaps the most basic and fundamental purpose of government, on any level is to protect its citizens. When this responsibility is abdicated, even perpetrated by our police officers, it understandably causes deep concern and even fear. Fear of the police, fear of the unknown, fear of the breakdown of our society.

There is great reason to have hope, however, even in the face of the unrest that is in our nation, and in our hearts. That hope is the goodness of our community. A point that cannot be overlooked or understated in these most difficult times.

Let me state that the police department in our city is first and foremost committed to this community. The very first tenet of their mission statement is that they understand their constitutional roll while protecting the constitutional rights of all individuals they serve and protect. Our department has been committed to treating people with respect, being transparent and accountable to our community, and constantly training and acting in accordance to principles to be peace officers.

There have been a number of questions that have come to the attention of our city and police leadership. Many of these questions are based in a desire for national police reform initiatives. Most of these principles are already in place in either Utah State Law or North Salt Lake Police Department policy and training.

First, our officers are bound by law, policy, and principle to not engage in **any** bias based policing tactics or strategies. This does not mean that a physical description of the perpetrator of a crime is not considered. It does mean, however, that no police action is tolerated based on race, ethnicity, skin color, religion, gender, or sexual orientation alone. None of these factors are tolerated in any enforcement actions. Any complaint of bias based policing is accepted, investigated, and if sustained corrected. There is no place for racial profiling at the North Salt Lake Police Department. There is no "safe space" for bias based attitudes or traits in the North Salt Lake Police Department.

Second, our officers are trained regularly, and by close auditing of the police leadership evaluated in de-escalation practices. Crisis Intervention Training (CIT), understanding the role that substance abuse or mental health crises play in criminal or unruly behavior are taught and considered by our officers when they encounter these most difficult situations. They also are trained in the use of force continuum, following the long standing police guidelines to only use that force that is reasonable to contain an otherwise chaotic situation. Officers in our city are equipped with a number of tools and tactics to control a situation without resorting to deadly force. First and foremost they are patient, able and willing to negotiate, and verbally de-escalate most situations. In the relatively rare case that force is used they are regularly trained in the safest and most up-to-date physical control tactics. They have TASER's, pepper spray, and batons if necessary. They also have access to less-lethal weapons to subdue

a violent individual who poses an immediate threat to others, or in some cases, even themselves. It should be restated, however, that with the thousands of police and citizen interactions that occur every year, very few, usually less than 100 result in any use of force at all. Yet hundreds of calls are resolved, conflicts mediated, crimes solved, crimes prevented, and arrests made without any use of force. This is an impressive fact if one takes the time to consider the magnitude of this task our police fulfill.

Third, our officers are bound by clear policy to intervene and report any abuse of force they witness. It is natural in the heat of a physical battle to expect that from time to time a person may become overly focused on the battle and lose some perspective of what force is being used. How many of us are subject to being physically fought against for just trying to do our jobs? Yet, our police officers know and work with one another to ensure not only their safety, but the safety of the very perpetrators of violence against them or others. This takes a great deal of training, self-control, and proper oversight. On very rare occasions some level of excessive force is perpetrated. In no cases in North Salt Lake in the last decade have these cases risen to any level beyond training and correction. Mean spirited physical behavior is not tolerated in any way. Our officers are here to arrest and control criminal behavior with the least amount of force they can.

Fourth, the department requires extensive reporting and review of any significant use of force. When force is used it is required to be reported by the officer and any assisting officers. Those reports include the nature of the contact with the person or persons who were subject to the force. What was the level of force, was it a TASER, pointing a firearm, physical force to effect an arrest, etc.? Any what did the officer perceive at the time the decision to use force was made in totality of all of the circumstances. Officers are trained to quickly and as efficiently as humanly possible evaluate the threat posed by a person, the conduct of the individual(s) confronted, factors related to the relationship between the officer and the subject such as size differences, known or observed medical conditions, experience and skill level of the officer, age considerations, presence of backup officers (or multiple adversarial subjects), exhaustion or fatigue in a physical confrontation, etc. signs of mental illness or drug or alcohol influence, subject's proximity or perceived proximity to weapons, seriousness of the suspected offense to lead to harm of the person or others, is the person in a "fight" or "flight" mindset and if attempting to evade, the immediate need to continue to apprehend them. What about the known prior contacts with an individual and their propensity for violence? What has worked in the past to de-escalate and could that work again. This is not a comprehensive list of considerations, but it is often a list of factors that must be evaluated and acted upon in just seconds. The follow-up reporting takes hours. The reports are reviewed by supervisors, and finally by the Chief for determination as to whether or not the officer acted lawfully and within policy. There are not any cases in North Salt Lake in which the officer acted unlawfully, and as previously stated, there are very few occasions where a policy violation has been noted and corrected.

Fifth, our police department has been using video documentation to one degree or another for over ten years. We have been at the forefront of identifying and utilizing this valuable technology. With video footage, especially body-cam's it is not only key to being able to understand what was occurring during a police/citizen contact, but is an invaluable tool in determining the reasonableness of the officer's actions. Body cam's, as well as other video footage, however, is not a perfect tell all to what was occurring. Many other factors such that are out of the view of the body cam, unable to be heard by the audio recordings, the feel of resistance, etc. are not recordable. North Salt Lake Police Department's policy regarding Body Cameras states:

## ***“ACTIVATION OF THE PORTABLE RECORDER***

*This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.*

*The portable recorder shall be activated in any of the following situations (Utah Code 77-7a-103; Utah Code 77-7a-104):*

- (a) All enforcement and investigative contacts including stops and field interview situations*
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops*
- (c) Self-initiated activity in which a member would normally notify Dispatch*
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording*
- (e) Any use of force*
- (f) Dispatched calls for service*
- (g) Execution of a warrant”*

There is no perfect technology out there and equipment and human failures do occur. Whenever a body cam is not turned on, or not functioning, that circumstance is closely evaluated to be fixed. This is why our police department leaders frequently audit body camera footage in even non-critical incidents.

To address every issue and every question would fill volumes and still not be 100% complete. I want to close, however, by asking that we all consider the following thoughts as we try to work through this conflict with our trust and confidence in police. First, there is not a perfect recruitment pool of police candidates. The officers we hire today are drawn from our sons and daughters, our brothers and sisters, our friends, and yes, even those we may not like or agree with. Second, as I hope some of this letter has highlighted, we ask a lot of our police in very stressful circumstances. It is important to remember that mistakes will happen. When they do, it is important to not just lay all of the blame at the feet of one or two officers. It is important to consider what led to the undesirable outcome and work together to fix the problem. Just simply condemning or bad mouthing police officers in general only diminishes the number of people willing to stay or join in this noble and vital role of our community. Finally, take opportunities to get to know our officers. They have their meal breaks at our local restaurants, they sponsor an annual night out against crime get-together (unless cancelled by a pandemic), they almost all live in or very close to our community and you may see them at the stores or other public settings. And remember they don't just randomly pick someone to stop for a traffic violation. Even when a citation is issued, a positive personal interaction can be made. This conflict will only change if we are all willing to consider how to make things better, to work in partnership and not in adversary relationships.



# CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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10 East Center Street, North Salt Lake, Utah 84054  
(801) 335-8700  
(801) 335-8719 Fax

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Sherrie Llewelyn, Community Development Director  
**DATE:** June 16, 2020  
**SUBJECT:** Consideration of ORD2020-13 amending Title 9, Chapters 1-7, 9-10 pertaining to the adoption of the Building Construction Codes

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### RECOMMENDATION

The Development Review Committee recommends approval to the City Council for the proposed amendment Title 9, Building and Construction with the following findings:

1. The proposed amendment is required to update references to the most current edition of the building codes adopted by the State of Utah;
2. The proposed amendments improves regulations related to the construction of retaining walls and private swimming pools for the protection of the health, safety, and welfare of the citizens of North Salt Lake; and
3. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.

### BACKGROUND

The current Title 9 has several references to the 2012 edition of the International Building Code. The State of Utah and the City are currently using the 2018 version, as the codes are updated and adopted every 3 years. The language change will remove the references a specific edition and instead will refer to the most current edition as adopted by the State of Utah. Additional references to sections of code for which the city is required to have insertions of specific values. In review of this section staff is requesting additional amendments to the organization of the title, changing enforcement from criminal penalties to civil penalties, and regulations to improve the safety and design of retaining walls and swimming pools.

### REVIEW

The proposed amendments to Title 9 are as follows:

1. Chapter 1 Title;
2. Reference to most current edition of International Building Code (IBC);
3. Removal of previous change to the Fire Code related to fire sprinklers, now prohibited by State Code;

4. Updates to retaining wall regulations:
  - a. Regulations apply to all walls not just residential uses;
  - b. Special requirements to improve the safety and construction of rockery walls, including geotechnical monitoring, compaction, rock selection, rock placement, and steepness;
  - c. Clarification of height measurements (previously included footings) and reducing overall height accordingly;
  - d. Limiting the height of retaining walls in the front public utility easement, except by conditional use permit;
  - e. Establishing setbacks for retaining walls from other structures; and
  - f. Establishing procedures for approval of retaining walls in public utility easements and establishing distance requirements from hydrants, water meters, telecommunications pedestals, and street lights.
5. Update language for enforcement official and processes;
6. Reorganizing the location for enforcement procedures into Chapter 1 for the entire title;
7. Establishing a double permit penalty for starting work without a permit; and
8. Removal of the requirement for Davis County health department approval for consideration of fence height.

#### **POSSIBLE MOTION**

I move that the City Council approve **ORD2020-13** amending City Code, Title 9, Buildings and Construction, with the following findings:

1. The proposed amendment is required to update references to the most current edition of the building codes adopted by the State of Utah;
2. The proposed amendments improves regulations related to the construction of retaining walls and private swimming pools for the protection of the health, safety, and welfare of the citizens of North Salt Lake; and
3. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.

#### Attachments

- 1) ORD2020-13
- 2) Proposed Amendments (redline version)
- 3) Proposed Amendments (without redlines)

**ORDINANCE NO. 2020-13**

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE  
AMENDING TITLE 9, CHAPTER 1-7, 9, 10 OF THE CITY CODE  
RELATED TO ADOPTION OF THE BUILDING AND  
CONSTRUCTION CODES.**

**WHEREAS**, the City of North Salt Lake is an incorporated city in Davis County Utah;  
and

**WHEREAS**, the City Council of North Salt Lake finds it necessary to update the ordinance relating to the adoption of the most recent edition of the various International Construction Codes;

**WHEREAS**, the City Council of North Salt Lake finds it necessary to amend the city code to conform to Utah State Code; and

**WHEREAS**, the City Council finds that it is in the public interest that the North Salt Lake City Code, Title 9, Chapter 8 be amended at this time.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, AS FOLLOWS:**

**Section 1.** Pursuant to Utah Code 15A-5-101, Title 9, Chapters 1-7, 9, & 10 of the City Code is hereby amended as attached in Exhibit A.

**Section 2. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 3. Effective Date.** This Ordinance shall become effective upon publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 16<sup>th</sup> DAY OF JUNE, 2020.**

**CITY OF NORTH SALT LAKE**

By: \_\_\_\_\_  
Len Arave, Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Gordon	_____
Council Member Horrocks	_____
Council Member Baskin	_____
Council Member Mumford	_____
Council Member Porter	_____

# Title 9 BUILDINGS AND CONSTRUCTION

## Chapter 1 **BUILDING-CONSTRUCTION CODE AND REGULATIONS**

### 9-1-1 : BUILDING OFFICIAL:

A. Position Created: There is hereby created the position of building official.

B. Powers And Duties:

1. Stop Orders: The building official shall have the power to order work stopped on all construction in the city when such work is being done in violation of the subdivision or zoning ordinance. Work shall not be resumed after the issuance of such order, except on the written permission of the building official; provided, that if the stop order is an oral one, it shall be followed by a written stop order. Such written stop order may be served by any peace officer or authorized person.
2. Entry Upon Premises: The building official shall have the power to enter into any building or the premises where the work of altering, repairing or constructing any building or structure is underway, for the purpose of making inspections at any reasonable hour, pursuant to any of the provisions of this title and [title 10](#) of this code.
3. Additional Duties, Generally: The building official shall, in addition to all other duties imposed on him by the city policy and procedures manual and adopted state and national codes:
  - a. Enforce the provisions of the building and related codes as adopted by the city or the state, including federal and international codes.
  - b. Inspect any building, structure, ditch, sign, fence or object to determine its safety and effect on the persons who are within the city. (Ord. 95-5, 3-21-1995; amd. 2012 Code)

### 9-1-2 : **BUILDING-UNIFORM CODE ADOPTED:**

A. International Building Code: The City of North Salt Lake hereby adopts those certain Construction Codes, as adopted by the State of Utah pursuant to the State Construction Code Administration Act, including all Construction Codes, which may be adopted by the State from year to year pursuant to the Act. That certain document, three (3) copies of which are on file in the office of the building official, being marked and designated as the international building code, 2012 edition, as published by the International Code Council, Inc., be and is hereby adopted as the building code for the city for the control of buildings and structures as herein provided; and each and all of the regulations, penalties, conditions

~~and terms of said building code are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section.~~

~~A.B. In the event the State of Utah adopts or enacts a more recent version of any code referenced in this chapter or in Utah Code Annotated title 15A, that by virtue of its adoption by the State would require an amendment to this chapter, this chapter shall be deemed amended to adopt the newer version of the code on the effective date thereof.~~

~~B.C. Revisions: The following sections of the international building code, (said current edition as adopted by the State of Utah)2012 edition, are hereby revised and incorporated herein: (Ord. 2010-09, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)~~

Section 101.1 Insert: ~~city~~City of North Salt Lake.

Section 108.2 Insert: see ~~North Salt Lake City~~City of North Salt Lake fee appendix.

~~Section 903.2.13 Insert: section 903.2.13 group R, division 3 occupancies. An automatic sprinkler system shall be installed throughout every dwelling in accordance with NFPA 13-D, whenever the following condition is present:~~

~~1. The structure is over 6,200 square feet.~~

~~Such sprinkler system shall be installed in basements, but need not be installed in garages, under eaves, or in enclosed attic spaces, unless required by the fire chief.~~

Section 1612.3 Insert: ~~city~~City of North Salt Lake.

Section 1612.3 Insert: December 22, 1981.

~~Section 3410.2 Insert: December 1957.~~  
(Ord. 2010-09, 6-15-2010, eff. 7-1-2010)

## 9-1-3 : RETAINING WALLS:

A. Applicability:

1. This section applies to all "retaining walls", as defined in this section.

~~2. This section applies to residential uses only. It is recognized that nonresidential use retaining walls are more strictly controlled through site plan review, conditional use permits and other appropriate means.~~

B. Retaining Wall Defined: "Retaining wall" is defined as any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock~~ery~~ walls, concrete walls and segmented walls. A "retaining wall" is not considered a fence.

C. Building Permit Required: No retaining wall which is four feet (4') tall or taller, measured from the bottom of the footing, shall be constructed without a permit from the city.

1. This requirement includes all cantilever concrete retaining walls, as well as nonconventional wall systems, such as reinforced earth structures, ~~rockery walls-retained, slopes~~, etc.
2. Wall systems four feet (4') tall or taller which are based on organic material, such as treated lumber or railroad ties, are not allowed.
3. To obtain a permit for a retaining wall, the following shall be submitted to the building department for review:
  - a. An engineered wall design stamped by a civil, structural or geotechnical engineer registered to perform work in the state. The design shall:
    - (1) Include a site plan showing the extent of cuts and/or fills that will be made to construct the retaining wall.
    - (2) Include sections and details to be utilized in construction of the retaining wall, including a drainage system to relieve hydrostatic pressure on the retaining wall.
    - (3) Be specific to the site and not a generic standard design.
  - b. If the retaining wall is to be a rock retaining wall, in addition to the structural report, the contractor shall submit a geological report by a certified geologist identifying the type of rock to be used as a rock that will hold the slope and not deteriorate over time. Rock retained slopes may not be constructed of conglomerate rock.

#### D. Special Requirements for Rockery Walls:

1. Construction plans must show a detailed cross section showing the minimum rock size, for each lift, a maximum wall height, backfill specification, drainage, slope of adjacent ground, embedment into existing soil, and batter.
2. Monitoring: All phases of rockery wall construction shall be monitored by the geotechnical engineer employed by the owner/contractor to verify that the nature and quality of the materials being used are appropriate and that the construction is in accordance with the engineered design. The geotechnical engineer shall verify to the city in writing that the materials and construction of the rockery walls as-built is accordance with the engineered design after construction is complete.
3. Fill Compaction: Where the rockery walls are constructed in front of a fill, the fill shall be placed and compacted in a manner that will provide a competent fill mass as noted in the drawings. All fills shall consist of quality fill meeting the geotechnical engineers recommendations as noted on the drawings or report.
4. Rock Selection: Rock shall be of a generally cubical, tabular, or rectangular shape. Rounded rocks shall not be used and internal void spaces in the facing shall be kept to a minimum. Prior to being placed, all rock shall be inspected and approved by the geotechnical engineer. The rock source shall be preapproved by the geotechnical engineer. Rocks shall be placed to decrease in size with increasing wall height. Rocks

shall be placed to bear on good flat-to-flat surfaces. The long dimension of the rocks shall extend back toward the cut/fill face. Rocks shall bear on at least two (2) or more other rocks.

5. Rock placement: Rock shall be placed as recommended by the geotechnical engineer. A keyway (one (1) foot minimum) as recommended by the geotechnical engineer shall be constructed into unyielding soil.

6. Steepness of walls: The steepness of the rockery wall shall be noted on the drawings.

D.E. Height and Terracing, Separation And Plantings:

1. For the purposes of this subsection, the height of a retaining wall is measured as the total height of the wall, including the footing from the top of the exposed face to the finished grade.
2. A single retaining wall shall not exceed nine-eight feet (9'8') in height, including footings.
3. Terracing of retaining walls is permitted where justified by topographic conditions, but the combined height of all walls shall not exceed eighteen-sixteen feet (18'16').
  - a. In a terrace of retaining walls, there shall be a minimum separation of one-half ( $\frac{1}{2}$ ) the height of the taller wall as measured from the back of the lower wall to the face of higher wall.
  - b. Walls with a separation of at least two (2) times the height of the largest of two (2) walls from the face of the wall to the face of the wall shall be considered as separate walls.
  - c. Terraced retaining walls shall be constructed out of one type of material that is similar in appearance, color, and texture.
4. Retaining walls within the front yard public utility easement shall limited to a height of three (3) feet, except by conditional use permit.

F. Setbacks:

1. The setback from a retaining wall to a building or structure shall meet all setback requirements as outlined in the International Building Code.
2. The setback from a retaining wall to a building shall be a minimum of the height of the retaining wall.
3. Retaining walls constructed in utility easements shall not be constructed without prior written permission in a form acceptable to the city from each affected utility. Notwithstanding any written permission, the city reserves the right to deny a permit for a wall within, or over, a utility easements.

G. Clearance from Utility Facilities:

1. No retaining wall may be located closer than five (5) feet:

- a. Fire hydrants;
- b. Water meter boxes;
- c. Telecommunication pedestals; and
- b.d. Street lights.

E.H. Inspections And Final Report:

1. Along with the wall design and site plan, the design engineer shall submit an inspection frequency schedule for city approval.
2. The design engineer shall be responsible for all inspections needed for final approval and acceptance of the retaining wall when construction is complete. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include details of the inspections of the wall in accordance with the approved inspection frequency schedule. All pertinent compaction testing shall also be included with the final report.

F.I. Maintenance: All retaining walls must be maintained in a structurally safe and sound condition and in good repair. (Ord. 2010-08, 6-1-2010)

**9-1-4 : FEES AND BONDS:**

Permit, development, usage and other relative fees and bonds shall be in such amounts as specified in the comprehensive fee schedule resolution. (2012 Code)

**9-1-5 : ENFORCEMENT:**

It shall be unlawful for any person, firm or corporation to perform any act prohibited by this chapter, or to fail or refuse to perform any act commanded in this chapter, or to aid or abet therein, or to fail or refuse to comply with any order issued by the zoning administratorbuilding official, code enforcement official, or his-agents, pursuant to the provisions of this chapter. No permits shall be issued to any applicant during the time he-the applicant fails to correct any defective work or noncomplying installation of equipment after he-having been given written notice by the building official, code enforcement official or his-agents of his-the failure to make the corrections required by this chapter. (1989 Code § 9-534)

**9-3-29-1-6: VIOLATIONS:**

It shall be unlawful for any person, firm or corporation, whether as owner, lessee, sublessee or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the adopted building codes, or any orders issued by the building official pursuant thereto. (1989 Code § 9-702)

### **9-3-3 9-1-7: PERMITS AND INSPECTIONS:**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or structure, or cause or allow the same to be done, without first obtaining a separate building permit for each such building or structure from the building official in the manner and according to the applicable conditions prescribed in the specific code, excluding minor maintenance. (1989 Code § 9

### **9-2-2 9-1-8: ENFORCEMENT; PENALTY:**

This chapter shall be primarily enforced by the building official, with the assistance of the ~~police department~~code enforcement official. When probable cause exists to believe a violation has been committed, the building official may issue a stop work order on any construction project until the violation is eliminated or the court finds that no violation exists. Persons violating this chapter individually or through their employees are guilty of a ~~class C misdemeanor~~civil violation, subject to penalty as provided in ~~section 1-4-1~~Title 12 of this code. (Ord. 94-8, 10-18-1994; amd. 2012 Code)

### **9-1-9: STARTING WORK WITHOUT A PERMIT:**

Where work for which a permit is required by this Code is started or proceeds prior to obtaining the permit, the fees herein specified shall be doubled, provided that such doubled fee shall not be less than \$100.00. Payment of a doubled fee shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

## Chapter 2

# CONSTRUCTION SITE CLEANLINESS

### 9-2-1: REQUIREMENTS:

The general contractor or owner/builder, if there is no general contractor, of every residential or commercial building construction site, shall comply with the following:

#### A. Commercial Trash Bin Required; Exceptions:

1. Maintain a commercial trash bin of suitable size and design on the premises of each building lot, and not on a street, sidewalk or other public property, from the first day through the last day of construction, which shall be used for refuse on the site, and which shall be emptied when full. (Ord. 94-8, 10-18-1994; amd. 2012 Code)
2. Exceptions to the requirement of a commercial trash bin may be granted in writing by the building official upon a showing that such facilities are otherwise reasonably accessible.

#### B. Cleanliness Of Construction Site: Keep the construction site in a condition of cleanliness and healthfulness by:

1. Preventing the accumulation of garbage or refuse, including boards, bricks, stones, etc., into disorderly stacks or piles;
2. Maintaining the premises in such a manner that mice, rats, rodents or other animals do not inhabit the premises;
3. Preventing garbage, refuse, dirt, rocks or building materials from encroaching onto sidewalks, streets, public property, or the private property of neighbors without the written consent of the owner; and
4. Preventing the blowing of paper or other items onto neighboring properties. (Ord. 94-8, 10-18-1994)

### ~~9-2-2: ENFORCEMENT; PENALTY:~~

~~This chapter shall be primarily enforced by the building official, with the assistance of the police department. When probable cause exists to believe a violation has been committed, the building official may issue a stop work order on any construction project until the violation is eliminated or the court finds that no violation exists. Persons violating this chapter individually or through their employees are guilty of a class C misdemeanor, subject to penalty as provided in section 1 4 1 of this code. (Ord. 94 8, 10 18 1994; amd. 2012 Code)~~

## Chapter 3

# BUILDING BOARD OF APPEALS

### ~~9-3-1~~ 9-3-1: ESTABLISHED:

In order to interpret the provisions of the adopted building codes and to hear appeals provided for hereunder, there is hereby established the building board of appeals, consisting of five (5) members, who shall not be employees or elected officials of the city. The building official shall be an ex officio member of and shall act as secretary to the board. The building board of appeals may adopt reasonable rules and regulations for conducting its business. Its decisions and findings shall be in writing, copies of which shall go to the appellant and to the building official. Appeals to the board shall be processed in accordance with the provisions contained in section 1201 of the housing code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them available to the public. (1989 Code § 9-701)

### ~~9-3-2~~ : VIOLATIONS:

~~It shall be unlawful for any person, firm or corporation, whether as owner, lessee, sublessee or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the adopted building codes, or any orders issued by the building official pursuant thereto. (1989 Code § 9-702)~~

### ~~9-3-3~~ : PERMITS AND INSPECTIONS:

~~It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or structure, or cause or allow the same to be done, without first obtaining a separate building permit for each such building or structure from the building official in the manner and according to the applicable conditions prescribed in the specific code, excluding minor maintenance. (1989 Code § 9-703)~~

## Chapter 4

# ELECTRICAL CODE

### **9-4-1 : ELECTRICAL CODE ADOPTED:**

That certain document, being marked and designated as the NFPA 70 national electrical code, (said current edition as adopted by the State of Utah) 2011 edition, as published by the National Fire Protection Association, Inc., ~~and as adopted by the state of Utah~~ is hereby adopted as the North Salt Lake electrical code. (Ord. 2012-14, 8-21-2012)

### **9-4-2 : INSPECTIONS; ENFORCEMENT:**

The building official shall perform all functions of electrical inspection and shall, among other things, inspect and supervise the construction, installation and repairs of all electric light and power wiring, fixtures, appliances or apparatus installed within the limits of the city, and shall require compliance with the provisions of the electrical code. The building official shall require the correction of the defects as he deems dangerous to life or property. Those same enforcement standards established by the international building code shall be followed by the building official for all electrical work. (1989 Code § 9-541; amd. 2012 Code)

### **9-4-3 : PERMIT REQUIRED; EXCEPTION:**

No alterations or additions shall be made in existing wiring, nor shall any wiring or any apparatus which generates, transmits, transforms or utilizes any electricity be installed without first obtaining a permit therefor, except minor repair work such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints and repairing drop cords. This section shall not apply to installations in powerhouses and substations belonging to electric light companies. No permit shall be issued to any applicant for a permit during the time that he shall fail to correct any defective electrical installation after he has been duly notified to correct such defective work by the building official. (1989 Code § 9-542; amd. 2012 Code)

### **9-4-4 : FEE FOR PERMIT:**

The electrical permit fees applicable in the city for use under the national electrical code shall be in such amounts as specified in the comprehensive fee schedule resolution. (1989 Code § 9-543; amd. 2012 Code)

### **9-4-5 : ELECTRICAL DISTURBANCES:**

A. Nuisance Declared: Electrical installations for signs, equipment, radio transmission equipment or other facilities that create electrical disturbances that cause interference with normal radio or television reception beyond the immediate vicinity of such electrical installations are hereby declared to be a nuisance. The owners or operations thereof shall so install and maintain such installations as to avoid or eliminate such interference, using all known means and devices for such purpose, such as proper grounding, connections, condensers, resistors and live chokes.

- B. Abatement: The building official shall withhold or withdraw approval of any electrical installation causing the above disturbance, and is hereby authorized to take all necessary steps for the abatement of such conditions. (1989 Code § 9-544)

## Chapter 5

# PLUMBING CODE

### 9-5-1: PLUMBING CODE ADOPTED:

- A. International Plumbing Code: That certain document, ~~three (3) copies of~~ which are on file in the office of the building official, being marked and designated as the international plumbing code, ~~(said current edition as adopted by the State of Utah)2012 edition,~~ as published by the International Code Council, Inc., ~~be and~~ is hereby adopted as the plumbing code for the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said plumbing code on file in the office of the city are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)
- B. Revisions: The following sections of the international plumbing code, ~~2012 edition,~~ are hereby revised and incorporated herein: (Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.6.2 Insert: see ~~North Salt Lake City~~City of North Salt Lake fee appendix.

Section 106.6.3 Insert: 80% and 80%.

Section 108.4 Insert: ~~class B misdemeanor~~civil penalty; fine not to exceed 1,000.00;~~6~~  
~~months.~~

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00.

Section 305.~~64~~.1 Insert: 30 inches.

Section ~~904~~903.1 Insert: 6 inches.

(Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 6

# FUEL GAS CODE

### 9-6-1: FUEL GAS CODE ADOPTED:

- A. International Fuel Gas Code: That certain document, ~~three (3) copies of which are~~ on file in the office of the building official, being marked and designated as the international fuel gas code, ~~2012 edition~~ (said current edition as adopted by the State of Utah), including appendices A through D, as published by the International Code Council, Inc., be and is hereby adopted as the fuel gas code for the city for regulating and governing fuel gas systems and gas fired appliances as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code on file in the office of the building official are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)
- B. Revisions: The following sections of the international fuel gas code, (said current edition as adopted by the State of Utah)~~2012 edition~~, are hereby revised and incorporated herein: (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.~~56~~.2 Insert: see ~~North Salt Lake City~~City of North Salt Lake fee appendix.

Section 106.~~56~~.3 Insert: 80% and 80%.

Section 108.4 \_Insert: ~~class B misdemeanor~~civil penalty; fine not to exceed \$1,000.00;~~-6 months~~.

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00. (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 7

# MECHANICAL CODE

### 9-7-1: MECHANICAL CODE ADOPTED:

A. International Mechanical Code: That certain document, ~~three (3) copies of which are~~ on file in the office of the building official, being marked and designated as the international mechanical code, ~~(said current edition as adopted by the State of Utah)2012 edition~~, as published by the International Code Council, Inc., ~~be and~~ is hereby adopted as the mechanical code for the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said mechanical code on file in the office of the building official are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)

B. Revisions: The following sections of the international mechanical code, ~~(said current edition as adopted by the State of Utah)2012 edition~~, are hereby revised and incorporated herein: (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.5.2 Insert: see North Salt Lake fee appendix.

Section 106.5.3 Insert: 80% and 80%.

Section 108.4 Insert: ~~class B misdemeanor~~ civil penalty; fine not to exceed \$1,000.00; ~~6 months.~~

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00. (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 9

# RESIDENTIAL CODE

### 9-9-1: RESIDENTIAL CODE ADOPTED:

- A. Residential Code For One- And Two-Family Dwellings And Townhouses: That certain document, ~~three (3) copies of which are~~ on file in the office of the building official, being marked and designated as the international residential code, (said current edition as adopted by the State of Utah)2012 edition, including appendix chapter E, manufactured housing, as published by the International Code Council, Inc., ~~be and~~ is hereby adopted as the international residential code of the city for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the office of the building official, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section.
- B. Revisions: The following sections of the international residential code, (said current edition as adopted by the State of Utah)2012 edition, are hereby revised and incorporated herein: (Ord. 2010-13, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Table R301.2(1) Insert: Table R301.2(1) climatic and geographic design criteria:

Ground snow load:	MT <u>(or USU Study)</u>
Wind speed:	110 mph (3-sec gust)
Seismic design category:	D1
Weathering:	Severe
Frost line depth:	30"
Termite:	Slight to moderate

Winter design temp:	24.5°
Ice barrier underlayment required:	Yes
Flood hazards:	1981
Air freezing index:	842
Mean annual temp:	51.2

Section R324 Insert: R324 automatic fire sprinkler system

**R324.1 When Required:** An automatic sprinkler system shall be installed throughout every dwelling ~~when the following condition is present:~~ as required by 9-8-5 of this code.

~~The structure is over 6,200 square feet.~~

~~**R324.2 Installation Requirements And Standards:** Such sprinkler system shall be installed in basements, but need not be installed in garages, under eaves, or in enclosed attic spaces, unless required by the fire chief. Such system shall be installed in accordance with NFPA 13-D.~~

~~Section P2603.6.1 Insert: 30", 30".~~

~~(Ord. 2010-13, 6-15-2010, eff. 7-1-2010)~~

## Chapter 10

# SWIMMING POOLS

### 9-10-1 : FENCES AND ACCESS:

In order to minimize accidents, the following requirements pertaining to fencing around swimming pools shall apply:

- A. A fence or other barrier is required around a public pool or private residential pool and must provide complete perimeter security of the facility. It must be at least six feet (6') in height. There shall not be openings through the fence or barrier, other than entry or exit access, which permit a sphere greater than four inches (4") to pass through into the pool enclosure.
1. Indoor pools are exempt from the fencing requirements but must meet the same standard as to controlling access. The walls of the building will substitute for the required fence or barrier.
  2. The ~~Davis County health department~~building official or community development director may grant exceptions to the height requirements in consideration of architectural and landscaping features equivalent to the required six feet (6') fencing height.
  3. ~~Bathing areas in public pools must be separated from nonbathing areas by barriers with a minimum height of four feet (4') or by a minimum of ten feet (10') distance separation.~~
- B. A fence or barrier that has an entrance to the facility must be equipped with a self-closing and self-latching gate or door. Self-latching mechanisms must be at least fifty four inches (54") above the ground and must be provided with hardware for locking the gate or door when the facility is not in use. Gates and doors with self-locking mechanisms are exempt from the height requirement. (Ord. 06-9, 7-11-2006)

### ~~9-10-2~~ ——— **PENALTY:**

~~Any person violating any of the provisions of this chapter shall be deemed guilty of a class B misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. (Ord. 93-8, 12-7-1993; amd. 2012 Code)~~

# Title 9 BUILDINGS AND CONSTRUCTION

## Chapter 1 CONSTRUCTION CODE AND REGULATIONS

### 9-1-1 : BUILDING OFFICIAL:

A. Position Created: There is hereby created the position of building official.

B. Powers And Duties:

1. Stop Orders: The building official shall have the power to order work stopped on all construction in the city when such work is being done in violation of the subdivision or zoning ordinance. Work shall not be resumed after the issuance of such order, except on the written permission of the building official; provided, that if the stop order is an oral one, it shall be followed by a written stop order. Such written stop order may be served by any peace officer or authorized person.
2. Entry Upon Premises: The building official shall have the power to enter into any building or the premises where the work of altering, repairing or constructing any building or structure is underway, for the purpose of making inspections at any reasonable hour, pursuant to any of the provisions of this title and [title 10](#) of this code.
3. Additional Duties, Generally: The building official shall, in addition to all other duties imposed on him by the city policy and procedures manual and adopted state and national codes:
  - a. Enforce the provisions of the building and related codes as adopted by the city or the state, including federal and international codes.
  - b. Inspect any building, structure, ditch, sign, fence or object to determine its safety and effect on the persons who are within the city. (Ord. 95-5, 3-21-1995; amd. 2012 Code)

### 9-1-2 : UNIFORM CODE ADOPTED:

- A. International Building Code: The City of North Salt Lake hereby adopts those certain Construction Codes, as adopted by the State of Utah pursuant to the State Construction Code Administration Act, including all Construction Codes, which may be adopted by the State from year to year pursuant to the Act.
- B. In the event the State of Utah adopts or enacts a more recent version of any code referenced in this chapter or in Utah Code Annotated title 15A, that by virtue of its adoption by the State would require an amendment to this chapter, this chapter shall be deemed amended to adopt the newer version of the code on the effective date thereof.

- C. Revisions: The following sections of the international building code, (said current edition as adopted by the State of Utah), are hereby revised and incorporated herein: (Ord. 2010-09, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: City of North Salt Lake.

Section 108.2 Insert: see City of North Salt Lake fee appendix.

Section 1612.3 Insert: City of North Salt Lake.

Section 1612.3 Insert: December 22, 1981.

(Ord. 2010-09, 6-15-2010, eff. 7-1-2010)

### **9-1-3 : RETAINING WALLS:**

#### A. Applicability:

1. This section applies to all "retaining walls", as defined in this section.

B. Retaining Wall Defined: "Retaining wall" is defined as any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rockery walls, concrete walls and segmented walls. A "retaining wall" is not considered a fence.

C. Building Permit Required: No retaining wall which is four feet (4') tall or taller, measured from the bottom of the footing, shall be constructed without a permit from the city.

1. This requirement includes all cantilever concrete retaining walls, as well as nonconventional wall systems, such as reinforced earth structures, rockery walls, , etc.

2. Wall systems four feet (4') tall or taller which are based on organic material, such as treated lumber or railroad ties, are not allowed.

3. To obtain a permit for a retaining wall, the following shall be submitted to the building department for review:

- a. An engineered wall design stamped by a civil, structural or geotechnical engineer registered to perform work in the state. The design shall:

- (1) Include a site plan showing the extent of cuts and/or fills that will be made to construct the retaining wall.
- (2) Include sections and details to be utilized in construction of the retaining wall, including a drainage system to relieve hydrostatic pressure on the retaining wall.
- (3) Be specific to the site and not a generic standard design.

- b. If the retaining wall is to be a rock retaining wall, in addition to the structural report, the contractor shall submit a geological report by a certified geologist identifying the type of rock to be used as a rock that will hold the slope and not deteriorate over time. Rock retained slopes may not be constructed of conglomerate rock.

D. Special Requirements for Rockery Walls:

1. Construction plans must show a detailed cross section showing the minimum rock size, for each lift, a maximum wall height, backfill specification, drainage, slope of adjacent ground, embedment into existing soil, and batter.
2. Monitoring: All phases of rockery wall construction shall be monitored by the geotechnical engineer employed by the owner/contractor to verify that the nature and quality of the materials being used are appropriate and that the construction is in accordance with the engineered design. The geotechnical engineer shall verify to the city in writing that the materials and construction of the rockery walls as-built is accordance with the engineered design after construction is complete.
3. Fill Compaction: Where the rockery walls are constructed in front of a fill, the fill shall be placed and compacted in a manner that will provide a competent fill mass as noted in the drawings. All fills shall consist of quality fill meeting the geotechnical engineers recommendations as noted on the drawings or report.
4. Rock Selection: Rock shall be of a generally cubical, tabular, or rectangular shape. Rounded rocks shall not be used and internal void spaces in the facing shall be kept to a minimum. Prior to being placed, all rock shall be inspected and approved by the geotechnical engineer. The rock source shall be preapproved by the geotechnical engineer. Rocks shall be placed to decrease in size with increasing wall height. Rocks shall be placed to bear on good flat-to-flat surfaces. The long dimension of the rocks shall extend back toward the cut/fill face. Rocks shall bear on at least two (2) or more other rocks.
5. Rock placement: Rock shall be placed as recommended by the geotechnical engineer. A keyway (one (1) foot minimum) as recommended by the geotechnical engineer shall be constructed into unyielding soil.
6. Steepness of walls: The steepness of the rockery wall shall be noted on the drawings.

E. Height and Terracing:

1. For the purposes of this subsection, the height of a retaining wall is measured as the total height of the wall from the top of the exposed face to the finished grade.
2. A single retaining wall shall not exceed eight feet (8') in height.
3. Terracing of retaining walls is permitted where justified by topographic conditions, but the combined height of all walls shall not exceed sixteen feet (16').

- a. In a terrace of retaining walls, there shall be a minimum separation of one-half ( $\frac{1}{2}$ ) the height of the taller wall as measured from the back of the lower wall to the face of higher wall.
  - b. Walls with a separation of at least two (2) times the height of the largest of two (2) walls from the face of the wall to the face of the wall shall be considered as separate walls.
  - c. Terraced retaining walls shall be constructed out of one type of material that is similar in appearance, color, and texture.
4. Retaining walls within the front yard public utility easement shall limited to a height of three (3) feet, except by conditional use permit.

F. Setbacks:

1. The setback from a retaining wall to a building or structure shall meet all setback requirements as outlined in the International Building Code.
2. The setback from a retaining wall to a building shall be a minimum of the height of the retaining wall.
3. Retaining walls constructed in utility easements shall not be constructed without prior written permission in a form acceptable to the city from each affected utility. Notwithstanding any written permission, the city reserves the right to deny a permit for a wall within, or over, a utility easements.

G. Clearance from Utility Facilities:

1. No retaining wall may be located closer than five (5) feet:
  - a. Fire hydrants;
  - b. Water meter boxes;
  - c. Telecommunication pedestals; and
  - d. Street lights.

H. Inspections And Final Report:

1. Along with the wall design and site plan, the design engineer shall submit an inspection frequency schedule for city approval.
2. The design engineer shall be responsible for all inspections needed for final approval and acceptance of the retaining wall when construction is complete. A final report from the engineer shall state that the retaining wall was built according to the submitted design. The report shall include details of the inspections of the wall in accordance with the approved inspection frequency schedule. All pertinent compaction testing shall also be

included with the final report.

- I. Maintenance: All retaining walls must be maintained in a structurally safe and sound condition and in good repair. (Ord. 2010-08, 6-1-2010)

#### **9-1-4 : FEES AND BONDS:**

Permit, development, usage and other relative fees and bonds shall be in such amounts as specified in the comprehensive fee schedule resolution. (2012 Code)

#### **9-1-5 : ENFORCEMENT:**

It shall be unlawful for any person, firm or corporation to perform any act prohibited by this chapter, or to fail or refuse to perform any act commanded in this chapter, or to aid or abet therein, or to fail or refuse to comply with any order issued by the building official, code enforcement official, or agents, pursuant to the provisions of this chapter. No permits shall be issued to any applicant during the time the applicant fails to correct any defective work or noncomplying installation of equipment after having been given written notice by the building official, code enforcement official or agents of the failure to make the corrections required by this chapter. (1989 Code § 9-534)

#### **9-1-6: VIOLATIONS:**

It shall be unlawful for any person, firm or corporation, whether as owner, lessee, sublessee or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the adopted building codes, or any orders issued by the building official pursuant thereto. (1989 Code § 9-702)

#### **9-1-7: PERMITS AND INSPECTIONS:**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building or structure, or cause or allow the same to be done, without first obtaining a separate building permit for each such building or structure from the building official in the manner and according to the applicable conditions prescribed in the specific code, excluding minor maintenance. (1989 Code § 9

#### **9-1-8: ENFORCEMENT; PENALTY:**

This chapter shall be primarily enforced by the building official, with the assistance of the code enforcement official. When probable cause exists to believe a violation has been committed, the building official may issue a stop work order on any construction project until the violation is eliminated or the court finds that no violation exists. Persons violating this chapter individually or through their employees are guilty of a civil violation, subject to penalty as provided in Title 12 of this code. (Ord. 94-8, 10-18-1994; amd. 2012 Code)

#### **9-1-9: STARTING WORK WITHOUT A PERMIT:**

Where work for which a permit is required by this Code is started or proceeds prior to obtaining the permit, the fees herein specified shall be doubled, provided that such doubled fee shall not be less than \$100.00. Payment of a doubled fee shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

## **Chapter 2**

# **CONSTRUCTION SITE CLEANLINESS**

### **9-2-1: REQUIREMENTS:**

The general contractor or owner/builder, if there is no general contractor, of every residential or commercial building construction site, shall comply with the following:

#### **A. Commercial Trash Bin Required; Exceptions:**

1. Maintain a commercial trash bin of suitable size and design on the premises of each building lot, and not on a street, sidewalk or other public property, from the first day through the last day of construction, which shall be used for refuse on the site, and which shall be emptied when full. (Ord. 94-8, 10-18-1994; amd. 2012 Code)
2. Exceptions to the requirement of a commercial trash bin may be granted in writing by the building official upon a showing that such facilities are otherwise reasonably accessible.

#### **B. Cleanliness Of Construction Site: Keep the construction site in a condition of cleanliness and healthfulness by:**

1. Preventing the accumulation of garbage or refuse, including boards, bricks, stones, etc., into disorderly stacks or piles;
2. Maintaining the premises in such a manner that mice, rats, rodents or other animals do not inhabit the premises;
3. Preventing garbage, refuse, dirt, rocks or building materials from encroaching onto sidewalks, streets, public property, or the private property of neighbors without the written consent of the owner; and
4. Preventing the blowing of paper or other items onto neighboring properties. (Ord. 94-8, 10-18- 1994)

## **Chapter 3**

# **BUILDING BOARD OF APPEALS**

### **9-3-1: ESTABLISHED:**

In order to interpret the provisions of the adopted building codes and to hear appeals provided for hereunder, there is hereby established the building board of appeals, consisting of five (5) members, who shall not be employees or elected officials of the city. The building official shall be an ex officio member of and shall act as secretary to the board. The building board of appeals may adopt reasonable rules and regulations for conducting its business. Its decisions and findings shall be in writing, copies of which shall go to the appellant and to the building official. Appeals to the board shall be processed in accordance with the provisions contained in section 1201 of the housing code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them available to the public. (1989 Code § 9-701)

## Chapter 4

# ELECTRICAL CODE

### **9-4-1 : ELECTRICAL CODE ADOPTED:**

That certain document, being marked and designated as the NFPA 70 national electrical code, (said current edition as adopted by the State of Utah) as published by the National Fire Protection Association, Inc., is hereby adopted as the North Salt Lake electrical code. (Ord. 2012-14, 8-21-2012)

### **9-4-2 : INSPECTIONS; ENFORCEMENT:**

The building official shall perform all functions of electrical inspection and shall, among other things, inspect and supervise the construction, installation and repairs of all electric light and power wiring, fixtures, appliances or apparatus installed within the limits of the city, and shall require compliance with the provisions of the electrical code. The building official shall require the correction of the defects as he deems dangerous to life or property. Those same enforcement standards established by the international building code shall be followed by the building official for all electrical work. (1989 Code § 9-541; amd. 2012 Code)

### **9-4-3 : PERMIT REQUIRED; EXCEPTION:**

No alterations or additions shall be made in existing wiring, nor shall any wiring or any apparatus which generates, transmits, transforms or utilizes any electricity be installed without first obtaining a permit therefor, except minor repair work such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints and repairing drop cords. This section shall not apply to installations in powerhouses and substations belonging to electric light companies. No permit shall be issued to any applicant for a permit during the time that he shall fail to correct any defective electrical installation after he has been duly notified to correct such defective work by the building official. (1989 Code § 9-542; amd. 2012 Code)

### **9-4-4 : FEE FOR PERMIT:**

The electrical permit fees applicable in the city for use under the national electrical code shall be in such amounts as specified in the comprehensive fee schedule resolution. (1989 Code § 9-543; amd. 2012 Code)

### **9-4-5 : ELECTRICAL DISTURBANCES:**

A. Nuisance Declared: Electrical installations for signs, equipment, radio transmission equipment or other facilities that create electrical disturbances that cause interference with normal radio or television reception beyond the immediate vicinity of such electrical installations are hereby declared to be a nuisance. The owners or operations thereof shall so install and maintain such installations as to avoid or eliminate such interference, using all known means and devices for such purpose, such as proper grounding, connections, condensers, resistors and live chokes.

- B. Abatement: The building official shall withhold or withdraw approval of any electrical installation causing the above disturbance, and is hereby authorized to take all necessary steps for the abatement of such conditions. (1989 Code § 9-544)

## Chapter 5

# PLUMBING CODE

### 9-5-1: PLUMBING CODE ADOPTED:

- A. International Plumbing Code: That certain document, which are on file in the office of the building official, being marked and designated as the international plumbing code, (said current edition as adopted by the State of Utah) as published by the International Code Council, Inc., is hereby adopted as the plumbing code for the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said plumbing code on file in the office of the city are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)
- B. Revisions: The following sections of the international plumbing code, are hereby revised and incorporated herein: (Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.6.2 Insert: see City of North Salt Lake fee appendix.

Section 106.6.3 Insert: 80% and 80%.

Section 108.4 Insert: civil penalty; fine not to exceed 1,000.00;.

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00.

Section 305.4.1 Insert: 30 inches.

Section 903.1 Insert: 6 inches.

(Ord. 2010-10, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 6

# FUEL GAS CODE

### **9-6-1: FUEL GAS CODE ADOPTED:**

- A. International Fuel Gas Code: That certain document, on file in the office of the building official, being marked and designated as the international fuel gas code, (said current edition as adopted by the State of Utah), including appendices A through D, as published by the International Code Council, Inc., be and is hereby adopted as the fuel gas code for the city for regulating and governing fuel gas systems and gas fired appliances as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code on file in the office of the building official are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)
- B. Revisions: The following sections of the international fuel gas code, (said current edition as adopted by the State of Utah), are hereby revised and incorporated herein: (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.6.2 Insert: see City of North Salt Lake fee appendix.

Section 106.6.3 Insert: 80% and 80%.

Section 108.4 Insert: civil penalty; fine not to exceed \$1,000.00;.

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00. (Ord. 2010-11, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 7

# MECHANICAL CODE

### 9-7-1: MECHANICAL CODE ADOPTED:

- A. International Mechanical Code: That certain document, on file in the office of the building official, being marked and designated as the international mechanical code, (said current edition as adopted by the State of Utah), as published by the International Code Council, Inc., is hereby adopted as the mechanical code for the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said mechanical code on file in the office of the building official are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section. (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7-16-2013)
- B. Revisions: The following sections of the international mechanical code, (said current edition as adopted by the State of Utah), are hereby revised and incorporated herein: (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. 2012 Code; Ord. 2013-15, 7-16-2013)

Section 101.1 Insert: city of North Salt Lake.

Section 106.5.2 Insert: see North Salt Lake fee appendix.

Section 106.5.3 Insert: 80% and 80%.

Section 108.4 Insert: civil penalty; fine not to exceed \$1,000.00; .

Section 108.5 Insert: not less than \$100.00 or more than \$1,000.00. (Ord. 2010-12, 6-15-2010, eff. 7-1-2010; amd. 2012 Code)

## Chapter 9

# RESIDENTIAL CODE

### 9-9-1: RESIDENTIAL CODE ADOPTED:

- A. Residential Code For One- And Two-Family Dwellings And Townhouses: That certain document on file in the office of the building official, being marked and designated as the international residential code, (said current edition as adopted by the State of Utah), including appendix chapter E, manufactured housing, as published by the International Code Council, Inc., is hereby adopted as the international residential code of the city for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the office of the building official, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in subsection B of this section.
- B. Revisions: The following sections of the international residential code, (said current edition as adopted by the State of Utah), are hereby revised and incorporated herein: (Ord. 2010-13, 6-15-2010, eff. 7-1-2010; amd. Ord. 2013-15, 7- 16-2013)

Section 101.1 Insert: city of North Salt Lake.

Table R301.2(1) Insert: Table R301.2(1) climatic and geographic design criteria:

Ground snow load:	MT (or USU Study)
Wind speed:	110 mph (3-sec gust)
Seismic design category:	D1
Weathering:	Severe
Frost line depth:	30"
Termite:	Slight to moderate

Winter design temp:	24.5°
Ice barrier underlayment required:	Yes
Flood hazards:	1981
Air freezing index:	842
Mean annual temp:	51.2

Section R324 Insert: R324 automatic fire sprinkler system

**R324.1 When Required:** An automatic sprinkler system shall be installed throughout every dwelling as required by 9-8-5 of this code.

## **Chapter 10**

# **SWIMMING POOLS**

### **9-10-1 : FENCES AND ACCESS:**

In order to minimize accidents, the following requirements pertaining to fencing around swimming pools shall apply:

- A. A fence or other barrier is required around a public pool or private residential pool and must provide complete perimeter security of the facility. It must be at least six feet (6') in height. There shall not be openings through the fence or barrier, other than entry or exit access, which permit a sphere greater than four inches (4") to pass through into the pool enclosure.
  - 1. Indoor pools are exempt from the fencing requirements but must meet the same standard as to controlling access. The walls of the building will substitute for the required fence or barrier.
  - 2. The building official or community development director may grant exceptions to the height requirements in consideration of architectural and landscaping features equivalent to the required six feet (6') fencing height.
  
- B. A fence or barrier that has an entrance to the facility must be equipped with a self-closing and self-latching gate or door. Self-latching mechanisms must be at least fifty four inches (54") above the ground and must be provided with hardware for locking the gate or door when the facility is not in use. Gates and doors with self-locking mechanisms are exempt from the height requirement. (Ord. 06-9, 7-11-2006)



# CITY OF NORTH SALT LAKE

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10 East Center Street  
North Salt Lake, Utah 84054  
(801) 335-8700  
(801) 335-8719 Fax

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** June 16, 2020

**SUBJECT:** Proposed Resolution No. 2020-16R: A resolution adopting certain fraud risk policies and authorizing the creation of a formal audit committee

---

### RECOMMENDATION

I recommend approval of Resolution 2020-16R which adopts certain fraud risk policies and creates a formal audit committee.

### BACKGROUND

You will recall that Utah Legislature and the Utah State Auditor recently established requirements for local government related to fraud risk and prevention. These provisions require us to prepare and present a fraud risk assessment to the City Council before June 30, 2020. The State Auditor has also made many recommendations for policy creation and other methodologies for the purpose of reducing fraud risk and exposure. This memorandum and attached documents are the City's response and our proposed actions to comply with these requirements. Attached to this memo are several documents, which are:

- 1) Completion of a fraud risk assessment document;
- 2) Resolution which adopts specific fraud risk policies and creates a formal fraud committee;
- 3) Policy documents for ethical behavior, credit card policy and a fraud hotline policy
- 4) A proposed fraud committee charter.

It is important to note that the City has previously adopted many policies and ordinances related to travel, procurement, conflict of interest, personal use of entity assets and cash receipting and deposits. You will see from the completed fraud risk assessment that many of the recommended criteria and strategies are already in place. The creation of the additional proposals in this resolution will result in the City maintaining a Very Low Risk Level for fraud.

The Fraud Risk Committee is proposed to include the Mayor and two City Council members. Those members should be selected by the governing body when you adopt the resolution. City management or other employees are prohibited from serving on the Committee. It is proposed in the attached

Charter that the Committee meet quarterly. Also in the resolution and the Charter is the ability for the Committee to engage the services of a third party Certified Public Accountant (CPA) to assist the Committee in carrying out its duties. I believe that this is an excellent way to operate the Committee and we have reached out to an independent third party expert to obtain an idea of the scope and cost of such services. We believe that for approximately \$5,000 or less annually, we can implement this portion of the Committee's responsibilities. The independent third party CPA would not be a member of the Committee, but would provide professional support outside of the City's management structure to the Committee.

### **PROPOSED MOTIONS**

I move that the City Council adopt Resolution 2020-16R: A resolution adopting certain fraud risk policies and creating the City of North Salt Lake Audit Committee.

**RESOLUTION NO. 2020-16R**

**A RESOLUTION OF THE GOVERNING BODY OF THE  
CITY OF NORTH SALT LAKE ADOPTING CERTAIN  
FRAUD RISK POLICIES AND CREATING THE  
CITY OF NORTH SALT LAKE AUDIT COMMITTEE**

**WHEREAS**, the State Auditor and the Utah Legislature have adopted requirements for all local governments to address more fully fraud risk, including the adoption of written policies and fraud risk methodologies; and,

**WHEREAS**, the fraud risk policies must be adopted and enacted prior to June 30, 2020, including presentation of the City's fraud risk assessment document to the City Council; and,

**WHEREAS**, the Governing Body of the City of North Salt Lake has previously adopted many fraud risk policies and methodologies and now has a desire to adopt additional recommended policies and methodologies so that it complies with the recommendations of the State Auditor and the requirements of the Utah Legislature.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the City of North Salt Lake as follows:

1. The City Council acknowledges receipt of the Fraud Risk Assessment Questionnaire attached to this resolution as Exhibit A.
2. The City Council hereby adopts the following policy documents which are attached to this resolution as Exhibit B: Ethical Behavior Policy, Credit Card Policy and Fraud Hotline Policy.
3. The City Council hereby creates the City of North Salt Lake Audit Committee by adopting the Audit Committee Charter attached as Exhibit C. The Committee shall be made up of the Mayor and two City Council members as follows:
  - a) Mayor Leonard K. Arave
  - b) Councilmember \_\_\_\_\_
  - c) Councilmember \_\_\_\_\_

The Audit Committee may also select a consulting Certified Professional Accountant to assist it in carrying out its duties as described in the adopted Audit Committee Charter.

4. This resolution shall become effective immediately upon passage.

**PASSED and ADOPTED** this 16<sup>th</sup> day of June, 2020.

ATTEST:

\_\_\_\_\_  
Linda D. Horrocks, City Recorder

\_\_\_\_\_  
Leonard K. Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

## EXHIBIT A

### Fraud Risk Assessment Questionnaire



## Fraud Risk Assessment

### INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 395      Risk Level:      Very Low      Low      Moderate      High      Very High

> 355      316-355      276-315      200-275      < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)	✓	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?	✓	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

Certified By: Ken Leath      Certified By: James L.

\* MC = Mitigating Control

# Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			✓	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?			✓	
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			



## Basic Separation of Duties

Continued

**Instructions:** Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties.

### Definitions:

**Board Chair** is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of governments.

**Clerk** is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

**Chief Administrative Officer (CAO)** is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

**General Ledger** is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

**Mitigating Controls** are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

**Original Bank Statement** means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

**Treasurer** is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

## EXHIBIT B

Ethical Behavior Policy

Credit Card Policy

Fraud Hotline Policy



# Ethical Behavior Policy

## Employee Code of Ethics

### Prohibited Conduct

No current employee or officer, as specified, shall:

1. Disqualification from Acting on City of North Salt Lake Business.
  - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
  - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
  - c. Fail to disqualify him or herself from acting on any transaction which involves the City of North Salt Lake and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
  - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which the City of North Salt Lake or any City agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time the City or City agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
  
2. Improper Use of Official Position.
  - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
  - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
  - c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the City; provided

that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;

- d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
3. Accept Gifts or Loans.
    - a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
      - i. Unsolicited flowers, plants, and floral arrangements;
      - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
      - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
      - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
      - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
      - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
      - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
      - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
      - ix. Travel costs, lodging, and tuition costs associated with City sanctioned training or education when not provided by a private entity under contract with the City;
      - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
      - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
      - xii. Campaign contributions; and
      - xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
  4. Disclose Privileged Information.

- a. Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.
5. Financial or Beneficial Interest in Transactions.
  - a. Participate in or benefit from (personally or through his or her family and regardless of prior disclosure) a contract or agreement where that employee or officer acted as an agent of the City. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with the City of North Salt Lake.
6. Nepotism.
  - a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.
7. Misuse of Public Resources or Property.
  - a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.
8. Outside Employment.
  - a. Retain secondary employment outside of City employment, which, as determined by the City Council and/or the City Manager, and according to Utah Administrative Code R477-9-2:
    - i. Interferes with an employee's performance.
    - ii. Conflicts with the interests of the City of North Salt Lake or the State of Utah.
    - iii. Gives reason for criticism or suspicion of conflicting interests or duties.
9. Political Activity.
  - a. Except as otherwise provided by law:
    - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with the City may not provide a basis for denying employment to the applicant.
    - ii. A City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
    - iii. A City employee may not engage in political campaigning or solicit political contributions during hours of employment.
    - iv. A City officer or employee may not use City equipment while engaged in campaigning or other political activity.
    - v. A City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer's or employee's salary or

compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.

- vi. A City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
  - b. A City employee who has filed a declaration of candidacy may:
    - i. be given a leave of absence for the period between the primary election and the general election; and
    - ii. Use any vacation or other leave available to engage in campaign activities.
  - c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
  - d. Nothing in this chapter shall be construed to:
    - i. prohibit a City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
    - ii. Permit a City officer or employee partisan political activity that is prohibited under federal law.
  - e. No City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any City property.
  - f. No City officer or employee shall promise any appointment to any position with the City as a reward for any political activity.
  - g. A City employee who is elected to an office with the City shall terminate City employment prior to being sworn into the elected office.
10. Fair and Equal Treatment.
- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
  - b. No City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
11. Prohibited Conduct After Leaving the City of North Salt Lake.
- a. No former employee shall, during the period of one (1) year after leaving City office or employment:
    - i. Disclose or use any privileged or proprietary information gained by reason of his/her City employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
    - ii. Assist any person in proceedings involving an agency of the City with which he/she was previously employed, involving a matter in

which he or she was officially involved, participated or acted in the course of duty;

- iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a City employee;
- iv. Participate as a competitor in any competitive selection process for a City contract in which he or she assisted the City in determining the project or work to be done or the process to be used.



# Credit Card Policy

## Credit Card Procedures

By requesting a City of North Salt Lake Credit Card, each applicant acknowledges that they have read and understand the Policy and Procedures, in their entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

### 1. To Obtain a Card:

Complete a City of North Salt Lake Credit Card Acceptance Agreement (Appendix A). All requests will be processed through the Finance Director or Designee with final approval by the City Manager. The cardholder's signature on the Acceptance Agreement (Appendix A) indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Credit Card Policy and Procedures.

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

### 2. Card Holder Responsibilities:

It is the responsibility of the cardholder to:

- a. Read and understand the City of North Salt Lake's Credit Card Policies and Procedures
  - b. Sign the Credit Card Acceptance Agreement. (See Appendix A)
  - c. Make only authorized purchases as prescribed by the Purchasing Policy and approved departmental budget
  - d. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder the City Manager. (See Appendix B)
  - e. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts, with an attached Purchase Order for each transaction, are due to the Finance Director or Designee within five (5) days of the credit card statement closing date.
  - f. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Finance Director or Designee
-

- g. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the Finance Director or Designee
- h. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension or termination.

### 3. Finance Director Responsibilities

It is the responsibility of the Finance Director or Designee to:

- a. Request and oversee the issuance of new cards, through the Finance Director, and the City Manager. The credit limit will be determined at the discretion of the City Manager
- b. Inform the City Manager when limit changes or cancellations are needed due to personnel changes
- c. Payment on Credit Cards is to be done immediately upon receipt
- d. Credit Card reconciliations are to be completed within 15 days of payment due date
- e. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with City of North Salt Lake policies and procedures
- f. Address the cardholder about questionable transactions for clarification purposes
- g. Report any misuses of credit cards immediately to the City Manager
- h. Sign the Purchase Order form for each cardholder after review

### 4. Approved Credit Card Purchases:

- a. Business related uses, subscriptions, seminars, dues, books
- b. Office supplies, furniture
- c. Small tools (purchase/rental), electrical, safety and building maintenance supplies
- d. Vehicle maintenance supplies
- e. Certain allowable travel expenditures:
  - i. Conference registrations or seminar rooms
  - ii. Entity sponsored group gatherings
  - iii. Hotel rooms

### 5. Prohibited Credit Card Purchases:

The following purchases are strictly prohibited from being purchased using a City of North Salt Lake credit card:

- a. Any merchant, product, or service normally considered to be inappropriate use of Entity funds
- b. Purchase of items for personal use or consumption
- c. Purchasing in violation of the Purchasing Policy
- d. Capital equipment purchases/repair
- e. Gift cards/certificates, unless explicitly pre-approved by the City Manager
- f. Alcohol

- g. Fuel for fleet vehicles unless traveling outside of Utah. The City of North Salt Lake gas card should be used for fuel purchases.
- h. Splitting a purchase to remain under purchasing policy limits
- i. Consultants:
  - i. Architects
  - ii. Engineers
  - iii. Attorneys and Attorney's fees
  - iv. Medical, including hospital/doctor visits

6. Built-In Restrictions:

Each card is assigned Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the City Manager to review the limit given. City of North Salt Lake has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the [Entity type] chooses to block a Merchant the card will be declined. Please refer to the Finance Director or Designee regarding issues with a possible blocked card.

7. Reconciliation and Payment:

The City Credit Card Program carries City, not individual, liability. Credit Card Invoices will be paid by the Finance Director or Designee as outlined in Section 3. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, ask the supplier to include and itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the Finance Director or Designee for review, and approval. The cardholder's activity may be audited at any time.

8. Disputed Transactions:

Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the City and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to immediately notify the Finance Director or Designee if there is a possible dispute on an issued credit card.

9. Employee Termination:

Upon notice of a cardholder terminating their current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the Finance Director or Designee so they can notify the card issuer and close the account.

Appendix A

CREDIT CARD HOLDER ACCEPTANCE AGREEMENT

The following Credit Card Acceptance Agreement must be signed by all City of North Salt Lake employees with access to a credit card.

I understand that City of North Salt Lake has authorized my use of a credit card for authorized expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

1. I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and City of North Salt Lake
2. I will not use the card to obtain cash advances
3. I understand that I am the only authorized card user and accept the responsibility and accountability for the protection and proper use of the card
4. I will not use the card for personal use or for any other non-City purposes
5. I understand that all purchases shall be made in accordance with applicable purchasing and credit card policies and procedures approved by the City Manager
6. I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my assigned card
7. I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card
8. I will surrender my assigned card to the Finance Director or Designee in the event of my separation from City of North Salt Lake
9. I understand that any charges against my assigned card that are not properly identified or not allowed by City of North Salt Lake shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the City Manager
10. I will immediately report any stolen or lost card to the Finance Director or Designee

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All Entity credit cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Signature: \_\_\_\_\_ Credit Card #: \_\_\_\_\_

Appendix B

CREDIT CARD MISSING RECEIPT FORM

This form is to be used as documentation only if the actual receipt, invoice, packing list, or internet order screen print is unavailable for a transaction made on the Purchasing Card. It will be allowed only as a rare circumstance. It must be filled out completely, signed by a supervisor, and the City Manager.

Cardholder Name \_\_\_\_\_ Last 4 of Account No. \_\_\_\_\_

Work Phone \_\_\_\_\_ Department \_\_\_\_\_

Why is the original receipt, missing?

\_\_\_\_\_  
\_\_\_\_\_

Describe items that were purchased.

\_\_\_\_\_  
\_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Fraud Hotline Policy

## Introduction

The City of North Salt Lake Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:

- Waste or misuse of public funds, property, or manpower
- Violations of a law, rule, or regulation applicable to the government
- Gross mismanagement
- Abuse of authority
- Unethical conduct

## Filing a Complaint

Complaints should be submitted in writing using the attached form. Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources City of North Salt Lake is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:

Email: [\[hotline email address\]](#)

US Mail: [\[mailing address\]](#)

Complainants may call the hotline at [\[hotline phone number\]](#) for more information.

## Entity Processing of a Hotline Complaint

1. After receipt of the complaint, the [\[Internal Auditor\]](#) will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that are considered during the screening and prioritization process.
  - a. Does the complaint involve actions by a person subject to the City of North Salt Lake's authority?
  - b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
  - c. Has the complainant taken appropriate steps to resolve the issue with the entity? If the entity is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
  - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.

- e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
  - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
2. The designated Internal Auditor communicates to the Audit Committee:
    - a. The allegation of the complaint
    - b. Any facts supporting or refuting the complaint
    - c. A recommendation based upon preliminary inquiry
  3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
    - a. Discontinue the investigation
    - b. Continue with the investigation
    - c. Refer the investigation to another agency
  4. If the investigation proceeds, the audit committee sets the following:
    - a. Time and resource budget
    - b. Scope of the audit
  5. Internal Auditor completes the audit
  6. Internal Auditor creates a report outlining the work performed and conclusions
  7. Internal Auditor provides the report to the Audit Committee
  8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
  9. Governing body addresses any findings noted in the report

## Whistleblower Protection

*Utah Code* § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the entity (see *Utah Code* § [67-21-3](#)(1)(b)(iv)(A) for more information).

## Confidentiality

The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See *Utah Code* Section [67-3-1](#)(15)).

Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

# HOTLINE REPORTING FORM

Email completed form to:

[hotline email address]

or Mail to:

City of North Salt Lake

Attn: [Internal Audit]

[Entity mailing address]

Complainant Information:

<b>Complainant to remain anonymous?</b> <b>Yes</b> <b>No</b>		
<b>Complainant would like a response?</b> <b>Yes</b> <b>No</b>		
<b>Complainant Name</b>	<b>Check One</b>  <input type="checkbox"/> Elected Official <input type="checkbox"/> Entity Employee <input type="checkbox"/> Citizen/Contractor	<b>Date Submitted</b>
<b>Home Address</b>		
<b>Phone/cell/email</b>		
<b>Work Address and information (if applicable)</b>		

**Information Concerning the Complaint (Please complete one form for each separate complaint)**

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

**Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)**

**Who is the above person's supervisor? (Please provide name, position, and phone#)**

**What is the assertion of improper governmental activity? Please describe in detail.**

**When did the event(s) take place? Please include dates, time, and frequency.**

**Where did the event(s) occur?**

**Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?**

**Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)**

**How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?**

**What specific law or city ordinance has been violated?**

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

## EXHIBIT C

### Audit Committee Charter



# Audit Committee Charter

## Audit Committee Authority

Pursuant to resolution number 2020-16R, dated June 16, 2020, the City Council of the City of North Salt Lake has established an audit committee to assist the City Council in the oversight of both the internal and external audit functions.

## Mission

The City Council of the City of North Salt Lake has established an audit committee to provide independent advice, assistance, and recommendations to the City Council in the oversight of the internal and external audit functions of the City of North Salt Lake.

## Composition and Requisite Skills

The City of North Salt Lake Audit Committee is comprised of a subset of City Council members. This ensures that investigations regarding the work of management, external auditors, and internal auditors remain confidential until reports are made public to the governing body. The committee shall include: The Mayor and two City Councilmembers chosen by the Governing Body as established by Resolution No. 2020-16R.

The Committee members collectively should possess the knowledge in accounting, auditing, and financial reporting needed to understand and evaluate the City of North Salt Lake's financial statements, the external audit, and the entity's internal audit activities. Accordingly, the Audit Committee's members, collectively, should:

- 1) Possess the requisite knowledge necessary to understand technical and complex financial reporting issues.
- 2) Have the ability to communicate with auditors, public finance officers and the governing body.
- 3) Be knowledgeable about internal controls, financial statement audits and management/operational audits.
  - a. If the audit committee chooses, it may select a financial expert (either volunteer or paid) advisor.
    - i. The financial expert advisor must:
      1. Be independent of management
      2. Be present for meetings
      3. Not be a member of the audit committee
      4. Not vote on committee actions

## Duties and Responsibilities

The duties and responsibilities of the City of North Salt Lake Audit Committee include the following:

### 1) External Audit Focus

- a. Provide recommendations regarding the selection of the external auditor
- b. Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter.
- c. Review and discuss with the external auditor any risk assessment of the entity's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable.
- d. Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the entity's system of internal controls, and, working directly with the external auditor, assist the governing body in interpreting such documents.
- e. Make a recommendation to the governing body on accepting the annual audit report.
- f. Review every corrective action plan developed by the City of North Salt Lake management and assist the governing body in the implementation of such plans.

### 2) Internal Audit Focus

- a. Make recommendations to the governing body regarding the appointment of the internal auditor.
- b. Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities.
- c. Review significant recommendations and findings of the internal auditor.
- d. Monitor management's implementation of the internal auditor's recommendations by management.
- e. Participate in the evaluation of the performance of the internal audit function.
- f. Oversee Hotline complaints received and investigated by the internal auditor.

### 3) Administrative Matters

- a. Hold regularly scheduled meetings.
- b. Review and revise the Audit Committee Charter, as necessary.

## Membership

The membership duties of the City of North Salt Lake Audit Committee include the following:

- 1) Good Faith – Members of the Committee shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Committee

and the City of North Salt Lake with such care as a generally prudent person in a similar position would use under similar circumstances.

- 2) Independence – An individual may not serve on an audit committee if he or she:
  - a. Is employed by the entity (other than governing board members).
  - b. Currently provides, or within the prior two years, has provided, goods or services to the entity.
  - c. Is a family member of an employee or officer.
  - d. Is the owner of or has a direct and material interest in a company providing goods or services to the entity.
- 3) Confidentiality – During the exercise of duties and responsibilities, the Committee members may have access to confidential information. The Committee shall have an obligation to the City of North Salt Lake to maintain the confidentiality of such information.

## Meetings and Notification

The City of North Salt Lake Audit Committee shall meet a minimum of 4 times each year. An agenda of each meeting should be clearly determined in advance and the Audit Committee should receive supporting documents in advance, for reasonable review and consideration.

The Audit Committee shall create meeting minutes which include the meeting:

- 1) Agenda
- 2) Time, date, and location
- 3) Attendance
- 4) Findings requiring further investigation
- 5) Items to report to the governing body

## Decision-Making Process

All decisions shall be reached by vote of a simple majority of the total membership of the committee. A quorum constitutes a simple majority of the total membership and meetings will not be conducted unless a quorum is present.

## Reporting Requirements

The [entity name] Audit Committee has the duty and responsibility to report its activities to the [governing body] as needed, but not less than annually. Periodic written reports of Audit Committee activities are an important communication link between the Audit Committee and the [governing body] on key decisions and responsibilities. The Audit Committee's reporting requirements are to:

- 1) Report on the scope and breadth of committee activities so that the City of North Salt Lake is kept informed of its work.

- 2) Provide minutes or a summary of minutes of meetings which clearly record the actions and recommendations of the Committee.
- 3) Report on their review of the City of North Salt Lake's draft annual audit report and accompanying management letter and their review of significant findings.
- 4) Report on suspected fraud, waste or abuse, or significant internal control findings and activities of the internal control function.
- 5) Report on indications of material or significant non-compliances with laws or [entity] policies and regulations.
- 6) Report on any other matters that the committee believes should be disclosed to the City of North Salt Lake.

## Charter Review

The City of North Salt Lake Audit Committee shall assess and report to the City Council on the adequacy of this Charter no less than an annual basis or as necessary. Charter modifications, as recommended by the Audit Committee, should be presented to the City Council in writing for their review and action.

**RESOLUTION NO. 2020-18R**

**A RESOLUTION OF THE GOVERNING BODY OF THE  
CITY OF NORTH SALT LAKE SETTING THE  
CERTIFIED PROPERTY TAX RATE FOR ALL PROPERTY  
LOCATED WITHIN THE CITY BOUNDARIES FOR  
FISCAL YEAR 2020~2021**

WHEREAS, Utah State Law requires the City of North Salt Lake to establish and set forth the property tax rate before June 22 of each year for property located within the boundaries of the City of North Salt Lake; and

WHEREAS, it is the intent and desire of the City to comply with all applicable state and local laws regarding the adoption of a property tax rate and the levying of property taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

That a proposed property tax rate of .001233, determined by Davis County Treasurer, be adopted for the 2020~2021 fiscal year

Passed and approved by the City Council of the City of North Salt Lake, this 16th day of June, 2020.

CITY OF NORTH SALT LAKE  
By:

\_\_\_\_\_  
LEONARD K. ARAVE  
Mayor

Attest:  
By:

\_\_\_\_\_  
LINDA D. HORROCKS  
Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Baskin	_____
Council Member Gordon	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____



# CITY OF NORTH SALT LAKE

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10 East Center Street  
North Salt Lake, Utah 84054  
(801) 335-8700  
(801) 335-8719 Fax

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** June 16, 2020

**SUBJECT:** Proposed Resolution No. 2020-17R: A resolution authorizing the City Manager to execute all documents related to the sale of certain property at Tunnel Springs Park

---

### RECOMMENDATION

I recommend approval of Resolution No. 2020-17R which allows the City Manager to execute all documents related to the purchase of property at Tunnel Springs Park.

### BACKGROUND

As you know, we have been working to facilitate the purchase of three properties on the north portion of Tunnel Springs Park (see attached maps). Property owners in this area approached the City with a desire to purchase part of the Park that is currently used as passive open space. The Council instructed City staff to prepare needed documents for their consideration which finalize the property purchases. The attached resolution allows for the closing of transaction to sell these three properties.

The adjacent residents who wish to purchase these parcels had input on the sizes and shapes of the properties. You will see in the attached contracts that the properties are valued at approximately \$3.50 per square foot. The sale price also includes the cost of surveying the properties in order to create new property descriptions and appraising the parcels. All three of the properties together are being sold for a total price of \$46,900, not including the cost of reimbursing the City for surveying and appraising. The total amount of property being sold is 13,380 square feet in size.

I have also attached the City's adopted policy document which governs this potential transaction. City staff believes that the proposed purchases generally meet the guidelines in this policy, though we have always had a concern about creating a new incompatibility between residents and park users by virtue of moving private property boundaries closer to the driveway and parking areas. Also, noted in those policies is the requirement that the potential buyers must indicate what the use of the purchased property will be. Staff added a statement to the REPC documents that states affirmatively that the properties will be added to the backyards of the adjacent owners and not used for development purposes.

In the proposed purchase contract, there is a provision that addresses fencing and requires, prior to the installation of new fencing, that the location of the fence be staked and reviewed and approved by the City Engineer. There is not a requirement for uniform fencing at the present time or any other restrictions, other than City ordinances, governing the use of fencing.

Finally, since the preparation of the purchase agreements, we have been approached by two additional property owners to the west of the subject area who also wish to purchase property in this same manner. We will be working with those owners in the same way to prepare an additional proposal for your consideration.

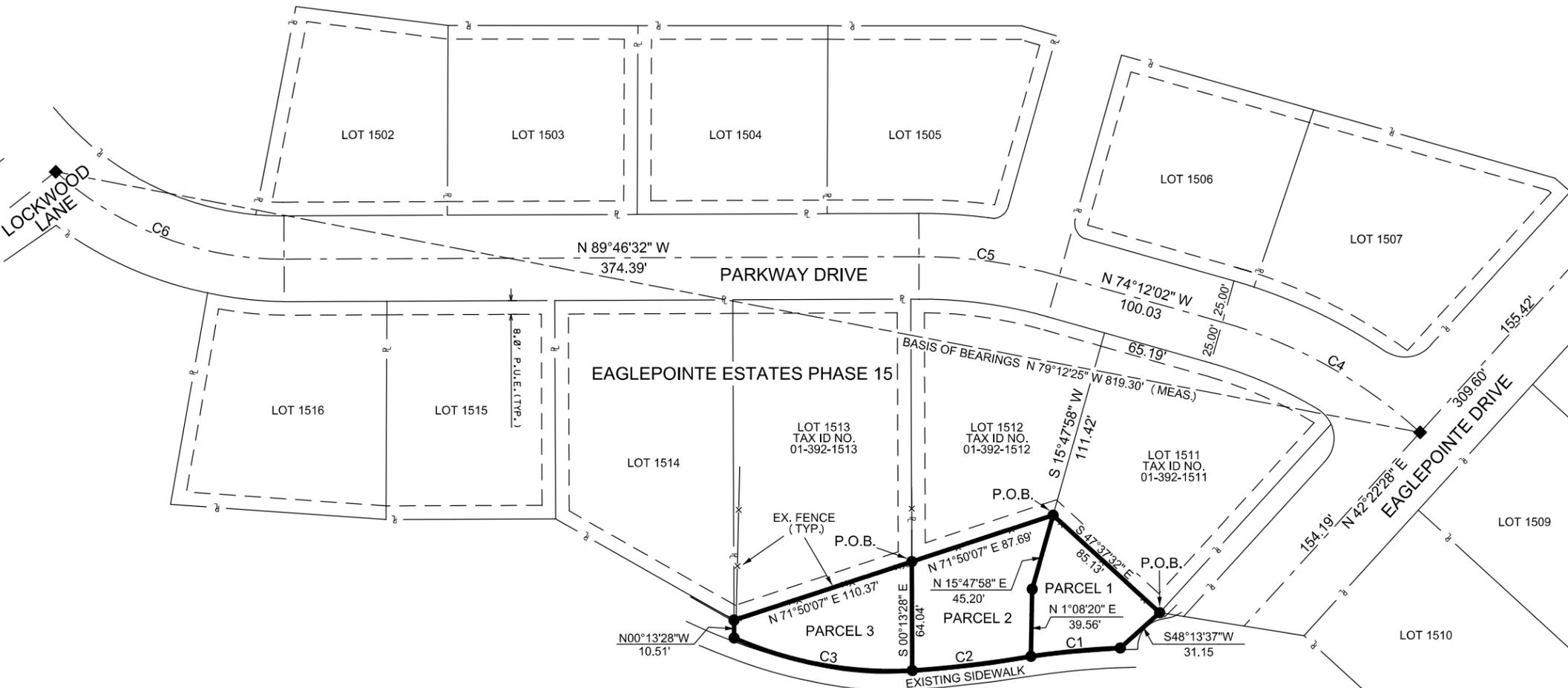
### **PROPOSED MOTIONS**

I move that the City Council adopt Resolution Number 2020-17R: A resolution authorizing the City Manager to execute all documents related to the sale of certain property at Tunnel Springs Park.

# RECORD OF SURVEY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 13;  
TOWNSHIP 1 NORTH, RANGE 1 WEST;  
SALT LAKE BASE AND MERIDIAN  
DAVIS COUNTY, UTAH

SURVEYOR'S CERTIFICATE  
I, KIRK P. MORGAN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 171201, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH; THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED.



**DEED DESCRIPTIONS**

ALL OF LOTS 1511, 1512 AND 1513, EAGLEPOINTE ESTATES PHASE 15, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

**NARRATIVE OF BOUNDARY**

SCOPE:  
ESI ENGINEERING, INC. WAS RETAINED BY THE CITY OF NORTH SALT LAKE TO RE-ESTABLISH OR LOCATE THE REAR LOT CORNERS OF THE LOTS SHOWN HEREON AND TO PREPARE LEAGAL DESCRIPTIONS OF THREE PARCELS FROM THE ADJOINING NORTH SALT LAKE CITY PROPERTY TO CONVEY TO THE ADJOINING PROPERTY OWNERS

NARRATIVE:  
THE REAR CORNERS OF SAID LOTS WERE RE-ESTABLISHED OR LOCATED. THE CORNERS OF THE NEW PARCELS WERE STAKED AS SHOWN HEREON.

BASIS OF BEARINGS:  
NORTH 79°12'25" WEST BETWEEN THE MONUMENT FOUND MARKING THE INTERSECTION OF PARKWAY DRIVE AND EAGLEPOINTE DRIVE AND THE MONUMENT FOUND MARKING THE INTERSECTION OF PARKWAY DRIVE AND LOCKWOOD LANE, AS SHOWN.

LIST OF REFERENCE DOCUMENTS:  
1) EAGLEPOINTE ESTATES PHASE 15 PLAT, ON FILE AND OF RECORD AT THE DAVIS COUNTY RECORDER'S OFFICE.

**NEW PARCEL DESCRIPTIONS**

**PARCEL 1**  
A parcel of land, being part of an entire tract of property situate in the Northwest Quarter of Section 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:  
  
Beginning at the southeast corner of Lot 1511, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.48°13'37"W. 31.15 feet; thence westerly 53.00 feet along the arc of a 523.80-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.84°40'39"W. for a distance of 52.98 feet); thence N.1°08'20"E. 39.56 feet; thence N.15°47'58"E. 45.20 feet to the southwest corner of said Lot 1511; thence S.47°37'32"E. 85.13 feet along the southwesterly boundary line of said Lot 1511 to the point of beginning.

The above described parcel of land contains 3,680 square feet or 0.084 acre

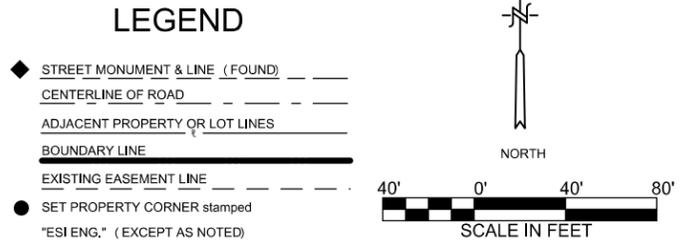
**PARCEL 2**  
A parcel of land, being part of an entire tract of property situate in the Northwest Quarter of Section 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:  
  
Beginning at the southeast corner of Lot 1512, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.15°47'58"W. 45.20 feet; thence S.1°08'20"W. 39.56 feet; thence westerly 70.50 feet along the arc of a 674.66-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.83°12'25"W. for a distance of 70.47 feet); thence N.0°13'28"W. 64.04 feet to the southwest corner of said Lot 1512; thence N.71°50'07"E. 87.69 feet along the southerly boundary line of said Lot 1512 to the point of beginning.

The above described parcel of land contains 5,339 square feet or 0.123 acre.

**PARCEL 3**  
A parcel of land, being part of an entire tract of property situate in the Northwest Quarter of Section 13, Township 1 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:  
  
Beginning at the southeast corner of Lot 1513, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.0°13'28"E. 64.04 feet; thence westerly 107.78 feet along the arc of a 231.06-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.79°41'01"W. for a distance of 106.81 feet); thence N.00°13'28"W. 10.51 feet to the southwest corner of said Lot 1513; thence N.71°50'07"E. 110.37 feet along the southerly boundary line of said Lot 1513 to the point of beginning.

The above described parcel of land contains 4,361 square feet or 0.100 acre.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	DELTA	CHORD BRG.
①	523.80	53.00	52.98	05°47'50"	S84°40'39"W
②	674.66	70.50	70.47	5°59'14"	S83°12'25"W
③	231.06	107.78	106.81	26°43'35"	N79°41'01"W
④	290.27	134.63	133.43	26°34'30"	S60°54'47"E
⑤	300.00	83.90	86.63	16°01'26"	S82°12'45"W
⑥	200.00	147.52	144.20	14°15'42"	S69°05'37"W



DATE: \_\_\_\_\_ APPR. MARK: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

**ESI ENGINEERING CONSULTING ENGINEERS AND LAND SURVEYORS**  
3500 SOUTH MAIN SUITE 206  
SOUTH SALT LAKE CITY, UT 84115  
801-263-1752 · FAX 801-263-1780

**ESI**  
CREATED BY: JPM  
CHECKED BY: JPM  
DATE: 08-21-2018

**CITY OF NORTH SALT LAKE**  
10 E. CENTER STREET  
NORTH SALT LAKE, UTAH 84054

**1 OF 1**

**BOUNDARY SURVEY**  
PROJECT # 18-129



CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	DELTA	CHORD BRG.
①	523.69	53.00	52.98	05°47'50"	S84°40'39"W
②	674.66	70.50	70.47	5°59'14"	S83°12'25"W
③	231.06	107.78	106.81	26°43'35"	N79°41'01"W
④	250.27	134.63	133.43	26°34'30"	S60°54'47"E
⑤	300.00	83.90	86.63	16°01'26"	S02°32'45"W
⑥	206.50	147.52	144.20	14°15'42"	S69°05'37"W

LEGEND

- ◆ STREET MONUMENT & (LINE 1 POUND)
- CENTERLINE OF ROAD
- - - ADJACENT PROPERTY OR LOT LINES
- BOUNDARY LINE
- - - EXISTING EASEMENT LINE
- SET PROPERTY CORNER (stamped)
- "SIRING" (EXCEPT AS NOTED)



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RESOLUTION NO. 2018-20R

A RESOLUTION OF THE CITY OF NORTH SALT LAKE  
CITY COUNCIL APPROVING A POLICY RELATED TO THE  
DISPOSITION AND DISPOSAL OF REAL PROPERTY OWNED BY THE  
CITY OF NORTH SALT LAKE.

WHEREAS, the City of North Salt Lake owns many parcels of land throughout the City which have many different uses and purposes; and,

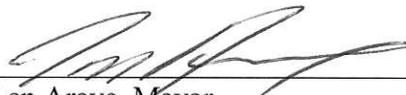
WHEREAS, The City of North Salt Lake receives many requests from property owners adjacent to City lands for purchase, lease or use of City-owned parcels; and,

WHEREAS, The City of North Salt Lake desires to have a more comprehensive and equitable methodology for the evaluation of requests and currently does not have any uniform procedures for these instances.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of North Salt Lake hereby adopts the policy statement attached to this resolution and affirms this this policy shall be the official policies and procedures used in the evaluation of requests for purchase, lease or use of City-owned properties.

APPROVED by the City Council of the City of North Salt Lake, Utah, this 5th day of June, 2018.

BY THE CITY COUNCIL:

  
\_\_\_\_\_  
Len Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	<u>aye</u>
James Hood	<u>aye</u>
Brian Horrocks	<u>aye</u>
Ryan Mumford	<u>aye</u>
Stan Porter	<u>aye</u>



ATTEST:

  
\_\_\_\_\_  
Linda Horrocks, City Recorder



## City of North Salt Lake Policy Document Disposal of City Property (Real Estate/Land Holdings)

The following guidelines will be implemented when the City receives a request from a property owner to purchase City property. These are guidelines and not adopted ordinance requirements and, as such, are intended to assist the City Council in evaluating requests and determining the final disposition of such property.

These policies do not apply to the vacation of public rights-of-way. Proposed vacations of public rights-of-way shall be considered in accordance with City ordinances. It is also the City's policy to never dispose of property that is part of the Eaglewood Golf Course and so these policies do not apply to requests to purchase property at the Eaglewood Golf Course.

### Evaluation Guidelines

It is the City's position with respect to the disposal of real property that such property will remain in the City's ownership and control unless the Governing Body determines that the sale or disposal of the subject property is in the City's best interest and is not detrimental to the City's current or long-term purposes. These considerations are further articulated in the following guidelines that will be used when evaluating requests to purchase or dispose of City-owned property.

The following guidelines will be used to determine if the City will consent to a purchase request of City-owned property.

- 1) Does the subject property currently serve, or will serve in the future, a public purpose which provides a benefit to the public in general and which should not be interrupted or changed?
- 2) Will disposing of the subject property eliminate a public purpose or benefit that will need to be replaced at some other location or in some other way? If so, does the purchase price reflect the actual costs to replace the public benefit in addition to an established fair market value?
- 3) Is the subject property an integral part of a larger and important current or future park or open space area?
- 4) Will disposing of the subject property in the manner proposed create or expand an incompatibility between land owners? If so, can the incompatibility be mitigated to the satisfaction of both the City and the buyer?

- 5) Will disposing of the subject property create a precedent of some kind and how prevalent or damaging, if at all, would this precedent be?
- 6) Will the disposal of the subject property leave a remnant parcel or render the remainder of the City's property unusable? (is the subject property a prime piece of a larger parcel or the best part of a parcel leaving the City with unusable property after the sale)
- 7) Will property only be sold or transferred when it can be added to adjacent property and not sold or transferred as a free-standing parcel(s)?
- 8) Is there a restriction, contract obligation or laws that govern the use and disposal of the subject property? If so, do those restrictions, contract obligations or laws prohibit the disposal of the subject property or require payment to other parties such as original donors or sellers of the property to the City?
- 9) Has the City installed improvements or made other investments to the subject property or to adjacent property affected by the proposed transaction including, but not limited to, sprinklers, landscaping, underground utilities, trails, sidewalks, and fences? If so, do those improvements require relocation as a consequence of disposing of the subject property?

If after using the above guidelines, the Governing Body determines that the subject property may be sold or disposed of, then the following guidelines shall be used to determine the details of the transaction(s):

- 1) Buyers of City property shall pay 100% of the transactional costs including, but not limited to, those costs to evaluate, appraise, survey, prepare documents, obtain legal opinions, provide title insurance, effectuate closing on the purchase, and any other charges that the City incurs in preparing and carrying out the sale.
- 2) Buyers of City property shall pay 100% of the costs of re-location of public facilities, when required by such a purchase, and shall provide, at no cost to the City, any easements, consents, permissions or other ongoing agreement to conditions that may be required by the sale of the subject property in order for the City accomplish its current or future public purposes.
- 3) Buyers of City property shall pay 100% of the costs of re-locating any other improvements required as a consequence of purchasing the property or the costs of such re-locations shall be included in addition to the fair market purchase price of the property.
- 4) Buyers of City property shall pay 100% of the costs of the City's previous investments made in the subject property that are not accounted for in a fair market value appraisal such as landscaping, sprinklers, trails, sidewalks, etc.

- 5) Potential buyers of City property shall indicate in writing if the subject property shall be used for any new or free-standing land use or simply added to existing land uses such as backyards, side yards or park strips. If the subject property is contemplated to be used for development purposes or for a new and/or free-standing land use, then the purchase price of the subject property shall be based upon the value of the property as a part of a proposed development and/or free-standing land use.
- 6) Potential buyers of City property will enter into a sales agreement and covenant with the City that will establish the details of the transaction and future use of, or restrictions, if any, that will apply to the subject property. The costs of the preparation and review of such an agreement will also be borne by the purchaser.
- 7) As a condition of the sale of City property, buyers shall also go through the subdivision plat amendment process or other lawful process to combine the subject property to the buyer's existing property and shall pay all costs and fees associated with that process.
- 8) The City shall determine the minimum amount of property needed to meet the needs of the persons making the request and shall generally not dispose of more than that minimum amount of property. If only disposing of the minimum amount of property as described herein results in conflicts with other portions of this policy, the City may sell more or less than the minimum amount of property necessary.

**RESOLUTION NO. 2020-17R**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF  
NORTH SALT LAKE AUTHORIZING THE CITY MANAGER TO  
EXECUTE ALL DOCUMENTS RELATED TO THE SALE OF  
CERTAIN PROPERTY AT TUNNEL SPRINGS PARK.**

**WHEREAS**, the City owns property along the north edge of Tunnel Springs Park on the north side of the entrance road and parking lot; and,

**WHEREAS**, the neighboring residential property owners have expressed interest in purchasing portions of said property; and,

**WHEREAS**, the Governing Body of the City of North Salt Lake has the authority to dispose of property.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the City of North Salt Lake as follows:

1. The City Manager, or his designee, is hereby instructed and authorized to sign and execute documents related to the sale of certain properties, further described in the attached Real Estate Purchase Contracts (“Exhibit A”).
2. This resolution shall become effective immediately upon passage.

**PASSED and ADOPTED** this 16<sup>th</sup> day of June, 2020.

ATTEST:

\_\_\_\_\_  
Leonard K. Arave, Mayor

\_\_\_\_\_  
Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

# REAL ESTATE PURCHASE AGREEMENT

AGR 2020-14A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2020, by and between Raul K. Weston and Kami L. Weston, as Buyer, and The City of North Salt Lake, a Utah Municipal Corporation, as Seller.

**1. Purchase and Sale of Property.** Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain improved real property located generally at 1030 South Parkway Drive consisting of approximately 3,680 square feet of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement.

**2. Purchase Price.** The Purchase Price for the Property is \$15,200 all of which shall be paid on closing. This price includes the following:

- a. Cost of Property: \$12,900
- b. Cost of Surveying: \$ 1,500
- c. Cost of Appraisal: \$ 800

**3. Additional Consideration.** Buyer agrees that, if they choose to install a fence along the newly established property line, it will be at the Buyer's sole expense, and will be staked by the Buyer and inspected by the City Engineer prior to construction. All continued maintenance and repair of the fence shall be at the sole expense of the Buyer, and the Seller shall not be held responsible for any damage that may occur to the fence as a result of its proximity to the trail at Tunnel Springs Park.

**4. Non-Contingent Transaction.** Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

**5. Closing and Closing Costs.** This transaction shall be closed on July 17, 2020 (the "Closing" or the "Closing Date"), through First American Title Company, (the "Closing Office"). Upon demand, Buyer and Seller shall deposit with the closing office all documents necessary to complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of wire transfer or other form of cash payment; and all required documents have been recorded. Buyer shall pay any fee charged by the Closing Office to act as escrow holder for this transaction. Buyer shall pay all other closing costs. Buyer acknowledges that Seller is not responsible for payment of any kind related to this transaction.

## **6. Representations and Warranties.**

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.
- (ii) Seller has fee title to the subject property and will convey good and marketable title to Buyer at the Closing by General Warranty Deed free of all liens, encumbrances and restrictions.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

(c) Buyer represents that the use of the subject property will be to expand their backyard and Buyer further acknowledges that no development rights other than those that exist in City Codes related to the use of residential property in rear yards is being granted by the City by virtue of entering into this transaction.

**7. Unavoidable Delay; Time is of the Essence.** In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

**8. Possession.** Seller shall deliver possession of the Property immediately upon closing unless otherwise specifically agreed in writing.

**9. Right of Entry.** Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

**10. Complete Agreement - No Oral Agreements.** This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

**11. Agreement Not Assignable By Buyer.** Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

**12. No Brokerage.** Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

**13. Notices.** All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: Raul K. and Kami L. Weston  
1030 South Parkway Drive  
North Salt Lake, Utah, 84054

If to Seller: City Manager  
City of North Salt Lake  
10 East Center Street  
North Salt Lake, Utah, 84054

**14. Default: Attorney's Fees.** Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

**15. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts of laws provisions.

**16. Survival.** Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Buyer

\_\_\_\_\_

Buyer

\_\_\_\_\_

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, AND \_\_\_\_\_ the signer(s) of this instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF NORTH SALT LAKE

\_\_\_\_\_  
BY ITS MANAGER

Attest:

\_\_\_\_\_  
CITY RECORDER

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Ken Leetham, the Manager of the City of North Salt Lake, and Linda Horrocks, the City Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

Beginning at the southeast corner of Lot 1511, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.48°13'37"W. 31.15 feet; thence westerly 53.00 feet along the arc of a 523.80-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.84°40'39"W. for a distance of 52.98 feet); thence N.1°08'20"E. 39.56 feet; thence N.15°47'58"E. 45.20 feet to the southwest corner of said Lot 1511; thence S.47°37'32"E. 85.13 feet along the southwesterly boundary line of said Lot 1511 to the point of beginning.

The above described parcel of land contains 3,680 square feet or 0.084 acre.

# REAL ESTATE PURCHASE AGREEMENT

AGR 2020-15A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2020, by and between Mark L. and Trisha Low Burghardt, as Buyer, and The City of North Salt Lake, a Utah Municipal Corporation, as Seller.

**1. Purchase and Sale of Property.** Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain improved real property located generally at 1022 South Parkway Drive consisting of approximately 5,339 square feet of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement.

**2. Purchase Price.** The Purchase Price for the Property is \$21,000 all of which shall be paid on closing.

- |                       |          |
|-----------------------|----------|
| a. Cost of Property:  | \$18,700 |
| b. Cost of Surveying: | \$ 1,500 |
| c. Cost of Appraisal: | \$ 800   |

**3. Additional Consideration.** Buyer agrees that, if they choose to install a fence along the newly established property line, it will be at the Buyer's sole expense, and will be staked by the Buyer and inspected by the City Engineer prior to construction. All continued maintenance and repair of the fence shall be at the sole expense of the Buyer, and the Seller shall not be held responsible for any damage that may occur to the fence as a result of its proximity to the trail at Tunnel Springs Park.

**4. Non-Contingent Transaction.** Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

**5. Closing and Closing Costs.** This transaction shall be closed on July 17, 2020 (the "Closing" or the "Closing Date"), through First American Title Company, (the "Closing Office"). Upon demand, Buyer and Seller shall deposit with the closing office all documents necessary to complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of wire transfer or other cash equivalent; and all required documents have been recorded. Buyer shall pay any fee charged by the Closing Office to act as escrow holder for this transaction. Buyer shall pay all other closing costs. Seller is not responsible for payment of any kind related to this transaction.

## **6. Representations and Warranties.**

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.
- (ii) Seller has fee title to the subject property and will convey good and marketable title to Buyer at the Closing by General Warranty Deed free of all liens, encumbrances and restrictions.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

(c) Buyer represents that the use of the subject property will be to expand their backyard and Buyer further acknowledges that no development rights other than those that exist in City Codes related to the use of residential property in rear yards is being granted by the City by virtue of entering into this transaction.

**7. Unavoidable Delay; Time is of the Essence.** In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

**8. Possession.** Seller shall deliver possession of the Property immediately upon closing unless otherwise specifically agreed in writing.

**9. Right of Entry.** Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

**10. Complete Agreement - No Oral Agreements.** This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

**11. Agreement Not Assignable By Buyer.** Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

**12. No Brokerage.** Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

**13. Notices.** All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: Mark L. and Trisha Low Burghardt  
1022 South Parkway Drive  
North Salt Lake, Utah, 84054

If to Seller: City Manager  
City of North Salt Lake  
10 East Center Street  
North Salt Lake, Utah, 84054

**14. Default: Attorney's Fees.** Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

**15. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts of laws provisions.

**16. Survival.** Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Buyer

\_\_\_\_\_

Buyer

\_\_\_\_\_

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, AND \_\_\_\_\_ the signer(s) of this instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF NORTH SALT LAKE

\_\_\_\_\_  
BY ITS MANAGER

Attest:

\_\_\_\_\_  
CITY RECORDER

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Ken Leetham, the Manager of the City of North Salt Lake, and Linda Horrocks, the City Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

Beginning at the southeast corner of Lot 1512, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.15°47'58"W. 45.20 feet; thence S.1°08'20"W. 39.56 feet; thence westerly 70.50 feet along the arc of a 674.66-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.83°12'25"W. for a distance of 70.47 feet); thence N.0°13'28"W. 64.04 feet to the southwest corner of said Lot 1512; thence N.71°50'07"E. 87.69 feet along the southerly boundary line of said Lot 1512 to the point of beginning.

The above described parcel of land contains 5,339 square feet or 0.123 acre.

# REAL ESTATE PURCHASE AGREEMENT

AGR 2020-16A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2020, by and between Larry W. and Carol W. Fisher, as Buyer, and The City of North Salt Lake, a Utah Municipal Corporation, as Seller.

**1. Purchase and Sale of Property.** Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain improved real property located generally at 1018 South Parkway Drive consisting of approximately 4,361 square feet of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement.

**2. Purchase Price.** The Purchase Price for the Property is \$17,600 all of which shall be paid on closing. This price includes the following:

- |                       |          |
|-----------------------|----------|
| a. Cost of Property:  | \$15,300 |
| b. Cost of Surveying: | \$ 1,500 |
| c. Cost of Appraisal: | \$ 800   |

**3. Additional Consideration.** Buyer agrees that, if they choose to install a fence along the newly established property line, it will be at the Buyer's sole expense, and will be staked by the Buyer and inspected by the City Engineer prior to construction. All continued maintenance and repair of the fence shall be at the sole expense of the Buyer, and the Seller shall not be held responsible for any damage that may occur to the fence as a result of its proximity to the trail at Tunnel Springs Park.

**4. Non-Contingent Transaction.** Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

**5. Closing and Closing Costs.** This transaction shall be closed on July 17, 2020 (the "Closing" or the "Closing Date"), through First American Title Company, (the "Closing Office"). Upon demand, Buyer and Seller shall deposit with the closing office all documents necessary to complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of wire transfer or other cash equivalent; and all required documents have been recorded. Buyer shall pay any fee charged by the Closing Office to act as escrow holder for this transaction. Buyer shall pay all other closing costs. Seller is not responsible for payment of any kind related to this transaction.

## **6. Representations and Warranties.**

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.
- (ii) Seller has fee title to the subject property and will convey good and marketable title to Buyer at the Closing by General Warranty Deed free of all liens, encumbrances and restrictions.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

(c) Buyer represents that the use of the subject property will be to expand their backyard and Buyer further acknowledges that no development rights other than those that exist in City Codes related to the use of residential property in rear yards is being granted by the City by virtue of entering into this transaction.

**7. Unavoidable Delay; Time is of the Essence.** In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

**8. Possession.** Seller shall deliver possession of the Property immediately upon closing unless otherwise specifically agreed in writing.

**9. Right of Entry.** Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

**10. Complete Agreement - No Oral Agreements.** This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

**11. Agreement Not Assignable By Buyer.** Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

**12. No Brokerage.** Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

**13. Notices.** All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: Larry W. and Carol W. Fisher  
1018 South Parkway Drive  
North Salt Lake, Utah, 84054

If to Seller: City Manager  
City of North Salt Lake  
10 East Center Street  
North Salt Lake, Utah, 84054

**14. Default: Attorney's Fees.** Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

**15. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts of laws provisions.

**16. Survival.** Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

Executed by Buyer and Seller as of the date first above written.

Buyer

\_\_\_\_\_

Buyer

\_\_\_\_\_

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, AND \_\_\_\_\_ the signer(s) of this instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

CITY OF NORTH SALT LAKE

\_\_\_\_\_  
BY ITS MANAGER

Attest:

\_\_\_\_\_  
CITY RECORDER

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Ken Leetham, the Manager of the City of North Salt Lake, and Linda Horrocks, the City Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

Beginning at the southeast corner of Lot 1513, Eaglepointe Estates Phase 15, according to the official plat thereof, recorded as Entry No. 2272420 in Book 4287 at Page 1116 in the office of the Davis County Recorder, State of Utah; and running thence S.0°13'28"E. 64.04 feet; thence westerly 107.78 feet along the arc of a 231.06-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.79°41'01"W. for a distance of 106.81 feet); thence N.0°13'31"W. 10.51 feet to the southwest corner of said Lot 1513; thence N.71°50'07"E. 110.37 feet along the southerly boundary line of said Lot 1513 to the point of beginning.

The above described parcel of land contains 4,361 square feet or 0.100 acre.



## CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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10 East Center Street, North Salt Lake, Utah 84054  
(801) 335-8700  
(801) 335-8719 Fax

### MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Sherrie Llewelyn, Community Development Director  
**DATE:** June 16, 2020  
**SUBJECT:** Discussion of Annexation Policy Plan & Future Annexation Areas

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The City Council had requested a discussion item related to annexations and the City's Annexation Policy Plan. In preparation for the discussion the following documents are being submitted for the Council's review:

- Exhibit 1.** Summary of requirements for an Annexation Policy Plan per Utah State Code 10-2-401.5
- Exhibit 2.** Scope of Services and Fee Proposal from Lewis, Young, Robertson & Burningham to update the current City Annexation Policy Plan
- Exhibit 3.** Current North Salt Lake Annexation Policy Plan and Expansion Map, Adopted February 19, 2003
- Exhibit 4.** Summary of annexation across a county line
- Exhibit 5.** Utah State Code 10-2-401 to 10-2-407 Annexation (highlighted)

Related to the pending annexation petition that will be filed with the City if Salt Lake County approves a resolution that allows the petition to be filed and move forward for consideration by North Salt Lake. The petition sponsor has filed a second notice of intent to file a petition, SLCO has mailed out notices to the property owners within the petition area and to those within 300 feet. The SLCO Council will consider the request for a resolution in the near future meeting date, if approved the sponsor will be free to file a petition with the City. Upon filing the petition, the City Council has to act at the next Council meeting within 14 days to either reject the petition, or accept the petition for further consideration, advertise the petition, then hold public hearing(s) and negotiate an annexation agreement. The annexation agreement cannot be approved until and if the annexation policy plan includes the area proposed for annexation.

The following documents are provided from the annexation sponsor representative (developer) Dave Tolman:

- Exhibit 6.** Current documents for regarding North Point Annexation Petition

## Exhibit 1

### SUMMARY ANNEXATION POLICY PLAN (Utah State Code 10-2-401.5)

1. Planning Commission
  - a. Prepare the plan (amendment)
  - b. Hold a public meeting for input
  - c. Provide Notice of public meeting (14 days)
  - d. Accept written comments 10 days after the public meeting
  - e. Modify the plan based on public input
  - f. Hold a public hearing
  - g. Provide notice of public hearing (14 days)
  - h. Modify the plan based on input at public hearing
  - i. Recommend the plan to the City Council
2. City Council
  - a. Hold a public hearing
  - b. Provide notice of public hearing (14 days)
  - c. Modify plan as appropriate
  - d. Adopt the plan
3. Annexation Plan shall include:
  - a. A map of expansion area
  - b. A statement of criteria to guide decisions on future annexation petitions, including:
    - i. Character of the community
    - ii. Need for municipal services in developed and undeveloped unincorporated areas
    - iii. City plan's for extension of municipal services
    - iv. How the services will be financed
    - v. An estimate of tax consequences to residents in the city and in the annexation area
    - vi. The interests of affected entities
  - c. Explanation for excluding areas with urban development within ½ mile of city boundary
  - d. A statement addressing concerns from affected entities (given at public meeting or 10 days after)
4. In considering the plan the PC and CC shall
  - a. Attempt to avoid gaps and overlaps with other cities
  - b. Consider population growth projections for the city and adjoining areas for the next 20 years
  - c. Consider current and projected costs of infrastructure, urban services, and public facilities necessary:
    - i. To facilitate full development of the area
    - ii. To expand the infrastructure, services, and facilities into the area
  - d. Consider in conjunction with city general plan the need (20 years) for additional land suitable for residential, commercial, and industrial development
  - e. Consider reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the city
  - f. Be guided by the principles in 10-2-103(5) (annexation petition requirements)
5. Within 30 days of adoption submit copy to the county(s)

### **Exhibit 3**

## **ANNEXATION POLICY STATEMENT**

North Salt Lake City has designated three areas to be included for consideration for future annexation. These lands are abutting and contiguous to the current City boundaries or are areas which entry from North Salt Lake is the only viable option. These areas are generally described as follows:

- (A) All unincorporated Davis County property (including but not limited to that property currently owned or controlled by Chevron/Texaco) West of the Union Pacific right-of-way and South of I-215, extending to the Davis County boundary line on the West and South.
- (B) All unincorporated Davis County property, (including but not limited to the Adelaide Elementary School boundaries) North of Odell Lane to the Bountiful City boundary line (between 3400 South and 3500 South). This area lies East of Highway 89 and West of Orchard Drive.
- (C) All unincorporated Davis County property which lies East of Orchard Drive, from the Bountiful City boundary line South to the Davis County boundary line.

These boundaries have been selected to prevent gaps or overlaps with the annexation plans that are proposed or may be proposed by Woods Cross City, Bountiful City, unincorporated Salt Lake County or Salt Lake City.

The criteria used to consider an annexation petition has been reviewed with population growth projections within the current City limits and the proposed annexation areas. These projections have been incorporated into the planning of municipal services (i.e., culinary water, storm sewer collection and street expansion), as well as other public services which include sanitary sewer, secondary water for future western development and for the City's golf course, and public safety.

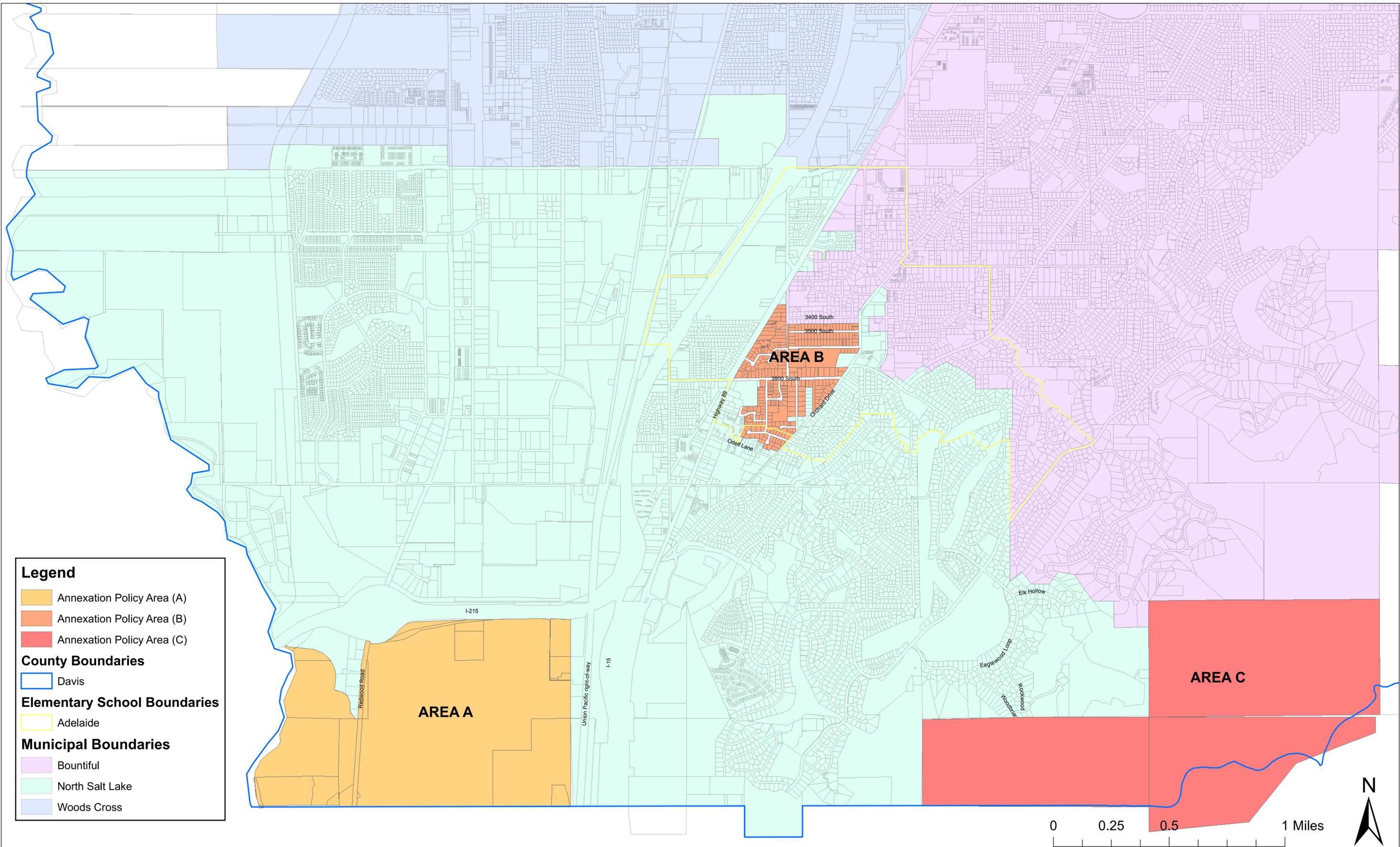
A capital improvements project list has been developed which includes the anticipated public facilities improvement and municipal services for the unincorporated areas with the possible addition of fire station facilities as well as a police sub-station. These costs have been pro-rated on a per acre basis to help establish a baseline for costs that may be associated with annexation. A plan for financing the improvements has also been prepared and reviewed as part of the annexation policy plan.

The annexation policy has been created to follow school boundaries, incorporate islands and peninsulas, and provide efficient delivery of public services for the overall defined annexation area. The annexation policy provides an equitable distribution of community resources and obligations and provides the necessary areas for the City to commence with its proposed future development.

**Annexation Matrix Table created to guide the municipality's decision whether  
or not to grant future annexation petitions**

<b>Item</b>	<b>Criteria - North Salt Lake City will grant annexation if.. (each statement may be read "and/or")</b>
Character of the Community	<ol style="list-style-type: none"> <li>1. The annexation will accommodate development consistent with the zoning and use allowed in the area.</li> <li>2. Annexation will initiate site improvement, i.e. public utilities and streets, parks or other public features.</li> <li>3. The annexation does not create or exacerbate an existing peninsula or island, unless the City Council determines that not annexing the entire unincorporated island or peninsula is in North Salt Lake City's best interest.</li> <li>4. The area is contiguous to the municipality.</li> </ol>
The need for Municipal Services	<ol style="list-style-type: none"> <li>1. The residents request annexation as a means to gain access to culinary water.</li> <li>2. The annexation will provide storm sewer improvements to benefit annexed land owners.</li> <li>3. The extension of utilities in this area will enhance the overall City's system.</li> <li>4. The area will be better serviced by the North Salt Lake Police Department rather than the Davis County Sheriff's office.</li> </ol>
The municipality's plan for extension of services	<ol style="list-style-type: none"> <li>1. The area to be annexed will provide an orderly extension of culinary water, storm sewer collection, and street system enhancements.</li> <li>2. The annexation will allow for orderly extension of utilities by providing easements, right-of-ways or street dedication.</li> <li>3. The extension of utilities corresponds to the City's Capital Improvement Plan.</li> </ol>
How services will be financed	<ol style="list-style-type: none"> <li>1. The development will extend all required services.</li> <li>2. The City will extend service with reimbursement through user fees or impact fees.</li> </ol>
An estimate of the tax consequences	<ol style="list-style-type: none"> <li>1. The tax increment increase, if any, is recognized by the petitioner.</li> <li>2. The property certified tax rate for existing parcels within the City limits will not be increased to provide for the annexation of any area.</li> </ol>

<b>Item</b>	<b>Criteria - North Salt Lake City will grant annexation if. (each statement may be read “and/or”)</b>
The interests of all affected entities	<ol style="list-style-type: none"> <li data-bbox="537 241 1495 310">1. The annexation will not create boundary alignment problems with elementary or secondary schools.</li> <li data-bbox="537 317 1495 386">2. The annexation does not extend beyond the limits of the adopted annexation policy plan.</li> <li data-bbox="537 392 1495 499">3. Other services, i.e., sanitary sewer, secondary water, natural gas, electrical power and communications facilities, are available or reasonably available to the site.</li> </ol>



Adopted: February 2003

# ANNEXATION POLICY MAP



City of North Salt Lake  
 10 East Center Street  
 North Salt Lake, UT 84054  
 801-335-8700

## Exhibit 4

### SUMMARY ANNEXATION TO NSL WITHOUT CHANGING COUNTY BOUNDARY

1. SLCO passes a resolution approving the annexation petition.
2. File notice with City Recorder (NSL) of a notice of intent to file a petition including an accurate map of the proposed annexation area, send a copy of the notice of intent to each affected entity.
3. SLCO mail notice within 20 days of receiving written request to mail the required notice and payment of cost to mail notice to:
  - a. Each property owner in the area proposed for annexation
  - b. Each property owner within 300 feet of the proposed annexation area
  - c. Notice to annexing city a copy of the notice and a certificate verifying notices mailed above
  - d. Notice must include:
    - i. State in bold and conspicuous terms:

**“Attention: Your property may be affected by a proposed annexation. Records show that you own property within an area that is intended to be included in a proposed annexation to the City of North Salt Lake or that your property is within 300 feet of that area to be annexed. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of the City of North Salt Lake within 30 days after the City of North Salt Lake receives notice that the petition has been certified.**
    - ii. An accurate map identifying the area proposed for annexation
  - e. After receiving the certificate from the county, the city shall provide an annexation petition for the annexation in the notice of intent, which petition may be duplicated for circulation for signatures.
4. Property owner file petition (signed by majority of land owners who own 1/3 assessed land value) (must have 100% of owners if in a rural area, or if in an agriculture protection area)

a. If the petition proposes the annexation of an area located in another county, it must be accompanied by a resolution from the county approving the annexation

5. Property owners delivers copy of petition to County Clerk on the same day submitted to City
6. City Council Accepts Petition for consideration
7. City Recorder Certifies Petition
8. City Recorder sends notifications, posts notice in paper once every 7 days for 3 weeks
9. If protest is filed, 90 waiting period for resolution of protest by boundary commission (may be filed by legislative body of affected entity, a rural real property owners, property owners within ½ mile)
10. City Council holds public hearing
11. City Council adopts by ordinance or resolution the annexation petition

**Part 4**  
**Annexation**

**Exhibit 5**

**10-2-401 Definitions -- Property owner provisions.**

(1) As used in this part:

(a) "Affected entity" means:

- (i) a county of the first or second class in whose unincorporated area the area proposed for annexation is located;
- (ii) a county of the third, fourth, fifth, or sixth class in whose unincorporated area the area proposed for annexation is located, if the area includes residents or commercial or industrial development;
- (iii) a local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, or special service district under Title 17D, Chapter 1, Special Service District Act, whose boundary includes any part of an area proposed for annexation;
- (iv) a school district whose boundary includes any part of an area proposed for annexation, if the boundary is proposed to be adjusted as a result of the annexation; and
- (v) a municipality whose boundaries are within 1/2 mile of an area proposed for annexation.

(b) "Annexation petition" means a petition under Section 10-2-403 proposing the annexation to a municipality of a contiguous, unincorporated area that is contiguous to the municipality.

(c) "Commission" means a boundary commission established under Section 10-2-409 for the county in which the property that is proposed for annexation is located.

(d) "Expansion area" means the unincorporated area that is identified in an annexation policy plan under Section 10-2-401.5 as the area that the municipality anticipates annexing in the future.

(e) "Feasibility consultant" means a person or firm with expertise in the processes and economics of local government.

(f) "Municipal selection committee" means a committee in each county composed of the mayor of each municipality within that county.

(g) "Planning advisory area" means the same as that term is defined in Section 17-27a-306.

(h) "Private," with respect to real property, means not owned by the United States or any agency of the federal government, the state, a county, a municipality, a school district, a local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, a special service district under Title 17D, Chapter 1, Special Service District Act, or any other political subdivision or governmental entity of the state.

(i) "Specified county" means a county of the second, third, fourth, fifth, or sixth class.

(j) "Unincorporated peninsula" means an unincorporated area:

- (i) that is part of a larger unincorporated area;
- (ii) that extends from the rest of the unincorporated area of which it is a part;
- (iii) that is surrounded by land that is within a municipality, except where the area connects to and extends from the rest of the unincorporated area of which it is a part; and
- (iv) whose width, at any point where a straight line may be drawn from a place where it borders a municipality to another place where it borders a municipality, is no more than 25% of the boundary of the area where it borders a municipality.

(k) "Urban development" means:

- (i) a housing development with more than 15 residential units and an average density greater than one residential unit per acre; or

- (ii) a commercial or industrial development for which cost projections exceed \$750,000 for all phases.
- (2) For purposes of this part:
  - (a) the owner of real property shall be:
    - (i) except as provided in Subsection (2)(a)(ii), the record title owner according to the records of the county recorder on the date of the filing of the petition or protest; or
    - (ii) the lessee of military land, as defined in Section 63H-1-102, if the area proposed for annexation includes military land that is within a project area described in a project area plan adopted by the military installation development authority under Title 63H, Chapter 1, Military Installation Development Authority Act; and
  - (b) the value of private real property shall be determined according to the last assessment roll for county taxes before the filing of the petition or protest.
- (3) For purposes of each provision of this part that requires the owners of private real property covering a percentage or majority of the total private land area within an area to sign a petition or protest:
  - (a) a parcel of real property may not be included in the calculation of the required percentage or majority unless the petition or protest is signed by:
    - (i) except as provided in Subsection (3)(a)(ii), owners representing a majority ownership interest in that parcel; or
    - (ii) if the parcel is owned by joint tenants or tenants by the entirety, 50% of the number of owners of that parcel;
  - (b) the signature of a person signing a petition or protest in a representative capacity on behalf of an owner is invalid unless:
    - (i) the person's representative capacity and the name of the owner the person represents are indicated on the petition or protest with the person's signature; and
    - (ii) the person provides documentation accompanying the petition or protest that substantiates the person's representative capacity; and
  - (c) subject to Subsection (3)(b), a duly appointed personal representative may sign a petition or protest on behalf of a deceased owner.

Amended by Chapter 352, 2015 General Session

**10-2-401.5 Annexation policy plan.**

- (1) After December 31, 2002, no municipality may annex an unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan as provided in this section.
- (2) To adopt an annexation policy plan:
  - (a) the planning commission shall:
    - (i) prepare a proposed annexation policy plan that complies with Subsection (3);
    - (ii) hold a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide input on it;
    - (iii) provide notice of the public meeting under Subsection (2)(a)(ii) to each affected entity at least 14 days before the meeting;
    - (iv) accept and consider any additional written comments from affected entities until 10 days after the public meeting under Subsection (2)(a)(ii);
    - (v) before holding the public hearing required under Subsection (2)(a)(vi), make any modifications to the proposed annexation policy plan the planning commission considers

- appropriate, based on input provided at or within 10 days after the public meeting under Subsection (2)(a)(ii);
- (vi) hold a public hearing on the proposed annexation policy plan;
- (vii) provide reasonable public notice, including notice to each affected entity, of the public hearing required under Subsection (2)(a)(vi) at least 14 days before the date of the hearing;
- (viii) make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on public input provided at the public hearing; and
- (ix) submit its recommended annexation policy plan to the municipal legislative body; and
- (b) the municipal legislative body shall:
  - (i) hold a public hearing on the annexation policy plan recommended by the planning commission;
  - (ii) provide reasonable notice, including notice to each affected entity, of the public hearing at least 14 days before the date of the hearing;
  - (iii) after the public hearing under Subsection (2)(b)(ii), make any modifications to the recommended annexation policy plan that the legislative body considers appropriate; and
  - (iv) adopt the recommended annexation policy plan, with or without modifications.
- (3) Each annexation policy plan shall include:
  - (a) a map of the expansion area which may include territory located outside the county in which the municipality is located;
  - (b) a statement of the specific criteria that will guide the municipality's decision whether or not to grant future annexation petitions, addressing matters relevant to those criteria including:
    - (i) the character of the community;
    - (ii) the need for municipal services in developed and undeveloped unincorporated areas;
    - (iii) the municipality's plans for extension of municipal services;
    - (iv) how the services will be financed;
    - (v) an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area; and
    - (vi) the interests of all affected entities;
  - (c) justification for excluding from the expansion area any area containing urban development within 1/2 mile of the municipality's boundary; and
  - (d) a statement addressing any comments made by affected entities at or within 10 days after the public meeting under Subsection (2)(a)(ii).
- (4) In developing, considering, and adopting an annexation policy plan, the planning commission and municipal legislative body shall:
  - (a) attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;
  - (b) consider population growth projections for the municipality and adjoining areas for the next 20 years;
  - (c) consider current and projected costs of infrastructure, urban services, and public facilities necessary:
    - (i) to facilitate full development of the area within the municipality; and
    - (ii) to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area;
  - (d) consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;
  - (e) consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and
  - (f) be guided by the principles set forth in Subsection 10-2-403(5).

- (5) Within 30 days after adopting an annexation policy plan, the municipal legislative body shall submit a copy of the plan to the legislative body of each county in which any of the municipality's expansion area is located.
- (6) Nothing in this chapter may be construed to prohibit or restrict two or more municipalities in specified counties from negotiating and cooperating with respect to defining each municipality's expansion area under an annexation policy plan.

Enacted by Chapter 206, 2001 General Session

**10-2-402 Annexation -- Limitations.**

- (1)
  - (a) A contiguous, unincorporated area that is contiguous to a municipality may be annexed to the municipality as provided in this part.
  - (b) Except as provided in Subsection (1)(c), an unincorporated area may not be annexed to a municipality unless:
    - (i) it is a contiguous area;
    - (ii) it is contiguous to the municipality;
    - (iii) annexation will not leave or create an unincorporated island or unincorporated peninsula:
      - (A) except as provided in Subsection 10-2-418(4); or
      - (B) unless the county and municipality have otherwise agreed; and
    - (iv) for an area located in a specified county with respect to an annexation that occurs after December 31, 2002, the area is within the proposed annexing municipality's expansion area.
  - (c) A municipality may annex an unincorporated area within a specified county that does not meet the requirements of Subsection (1)(b), leaving or creating an unincorporated island or unincorporated peninsula, if:
    - (i) the area is within the annexing municipality's expansion area;
    - (ii) the specified county in which the area is located and the annexing municipality agree to the annexation;
    - (iii) the area is not within the area of another municipality's annexation policy plan, unless the other municipality agrees to the annexation; and
    - (iv) the annexation is for the purpose of providing municipal services to the area.
- (2) Except as provided in Section 10-2-418, a municipality may not annex an unincorporated area unless a petition under Section 10-2-403 is filed requesting annexation.
- (3)
  - (a) An annexation under this part may not include part of a parcel of real property and exclude part of that same parcel unless the owner of that parcel has signed the annexation petition under Section 10-2-403.
  - (b) A piece of real property that has more than one parcel number is considered to be a single parcel for purposes of Subsection (3)(a) if owned by the same owner.
- (4) A municipality may not annex an unincorporated area in a specified county for the sole purpose of acquiring municipal revenue or to retard the capacity of another municipality to annex the same or a related area unless the municipality has the ability and intent to benefit the annexed area by providing municipal services to the annexed area.
- (5)
  - (a) As used in this subsection, "expansion area urban development" means:
    - (i) for a specified county, urban development within a city or town's expansion area; or
    - (ii) for a county of the first class, urban development within a city or town's expansion area that:

- (A) consists of 50 or more acres;
  - (B) requires the county to change the zoning designation of the land on which the urban development is located; and
  - (C) does not include commercial or industrial development that is located within a mining protection area as defined in Section 17-41-101, regardless of whether the commercial or industrial development is for a mining use as defined in Section 17-41-101.
- (b) A county legislative body may not approve expansion area urban development unless:
- (c) the county notifies the city or town of the proposed development; and
  - (ii)
    - (A) the city or town consents in writing to the development;
    - (B) within 90 days after the county's notification of the proposed development, the city or town submits to the county a written objection to the county's approval of the proposed development and the county responds in writing to the city or town's objection; or
    - (C) the city or town fails to respond to the county's notification of the proposed development within 90 days after the day on which the county provides the notice.
- (6)
- (d) An annexation petition may not be filed under this part proposing the annexation of an area located in a county that is not the county in which the proposed annexing municipality is located unless the legislative body of the county in which the area is located has adopted a resolution approving the proposed annexation.
  - (e) Each county legislative body that declines to adopt a resolution approving a proposed annexation described in Subsection (6)(a) shall provide a written explanation of its reasons for declining to approve the proposed annexation.
- (7)
- (a) As used in this Subsection (7), "airport" means an area that the Federal Aviation Administration has, by a record of decision, approved for the construction or operation of a Class I, II, or III commercial service airport, as designated by the Federal Aviation Administration in 14 C.F.R. Part 139.
  - (b) A municipality may not annex an unincorporated area within 5,000 feet of the center line of any runway of an airport operated or to be constructed and operated by another municipality unless the legislative body of the other municipality adopts a resolution consenting to the annexation.
  - (c) A municipality that operates or intends to construct and operate an airport and does not adopt a resolution consenting to the annexation of an area described in Subsection (7)(b) may not deny an annexation petition proposing the annexation of that same area to that municipality.
- (8)
- (a) As used in this subsection, "project area" means a project area as defined in Section 63H-1-102 that is in a project area plan as defined in Section 63H-1-102 adopted by the Military Installation Development Authority under Title 63H, Chapter 1, Military Installation Development Authority Act.
  - (b) A municipality may not annex an unincorporated area located within a project area without the authority's approval.
  - (c)
    - (i) Except as provided in Subsection (8)(c)(ii), the Military Installation Development Authority may petition for annexation of the following areas to a municipality as if it was the sole private property owner within the area:
      - (A) an area within a project area;

- (B) an area that is contiguous to a project area and within the boundaries of a military installation;
  - (C) an area owned by the Military Installation Development Authority; and
  - (D) an area that is contiguous to an area owned by the Military Installation Development Authority that the Military Installation Development Authority plans to add to an existing project area.
- (ii) If any portion of an area annexed under a petition for annexation filed by the Military Installation Development Authority is located in a specified county:
- (A) the annexation process shall follow the requirements for a specified county; and
  - (B) the provisions of Subsection 10-2-402(6) do not apply.

Amended by Chapter 113, 2020 General Session  
Amended by Chapter 208, 2020 General Session

**10-2-403 Annexation petition -- Requirements -- Notice required before filing.**

- (1) Except as provided in Section 10-2-418, the process to annex an unincorporated area to a municipality is initiated by a petition as provided in this section.
- (2)
- (a)
- (i) Before filing a petition under Subsection (1) with respect to the proposed annexation of an area located in a county of the first class, the person or persons intending to file a petition shall:
- (A) file with the city recorder or town clerk of the proposed annexing municipality a notice of intent to file a petition; and
  - (B) send a copy of the notice of intent to each affected entity.
- (ii) Each notice of intent under Subsection (2)(a)(i) shall include an accurate map of the area that is proposed to be annexed.
- (b)
- (i) Subject to Subsection (2)(b)(ii), the county in which the area proposed to be annexed is located shall:
- (A) mail the notice described in Subsection (2)(b)(iii) to:
    - (I) each owner of real property located within the area proposed to be annexed; and
    - (II) each owner of real property located within 300 feet of the area proposed to be annexed; and
  - (B) send to the proposed annexing municipality a copy of the notice and a certificate indicating that the notice has been mailed as required under Subsection (2)(b)(i)(A).
- (ii) The county shall mail the notice required under Subsection (2)(b)(i)(A) within 20 days after receiving from the person or persons who filed the notice of intent:
- (A) a written request to mail the required notice; and
  - (B) payment of an amount equal to the county's expected actual cost of mailing the notice.
- (iii) Each notice required under Subsection (2)(b)(i)(A) shall:
- (A) be in writing;
  - (B) state, in bold and conspicuous terms, substantially the following:  
"Attention: Your property may be affected by a proposed annexation.  
Records show that you own property within an area that is intended to be included in a proposed annexation to (state the name of the proposed annexing municipality) or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may

choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality) within 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting (state the name, mailing address, telephone number, and email address of the official or employee of the proposed annexing municipality designated to respond to questions about the proposed annexation), (state the name, mailing address, telephone number, and email address of the county official or employee designated to respond to questions about the proposed annexation), or (state the name, mailing address, telephone number, and email address of the person who filed the notice of intent under Subsection (2)(a)(i)(A), or, if more than one person filed the notice of intent, one of those persons). Once filed, the annexation petition will be available for inspection and copying at the office of (state the name of the proposed annexing municipality) located at (state the address of the municipal offices of the proposed annexing municipality)."; and

(C) be accompanied by an accurate map identifying the area proposed for annexation.

(iv) A county may not mail with the notice required under Subsection (2)(b)(i)(A) any other information or materials related or unrelated to the proposed annexation.

(c)

(i) After receiving the certificate from the county as provided in Subsection (2)(b)(i)(B), the proposed annexing municipality shall, upon request from the person or persons who filed the notice of intent under Subsection (2)(a)(i)(A), provide an annexation petition for the annexation proposed in the notice of intent.

(ii) An annexation petition provided by the proposed annexing municipality may be duplicated for circulation for signatures.

(3) Each petition under Subsection (1) shall:

(a) be filed with the applicable city recorder or town clerk of the proposed annexing municipality;

(b) contain the signatures of, if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owners of all the publicly owned real property, or the owners of private real property that:

(i) is located within the area proposed for annexation;

(ii)

(A) subject to Subsection (3)(b)(ii)(C), covers a majority of the private land area within the area proposed for annexation;

(B) covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation; and

(C) covers 100% of the private land area within the area proposed for annexation, if the area is within an agriculture protection area created under Title 17, Chapter 41, Agriculture, Industrial, or Critical Infrastructure Materials Protection Areas, or a migratory bird production area created under Title 23, Chapter 28, Migratory Bird Production Area; and

- (iii) is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
  - (c) be accompanied by:
    - (i) an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation; and
    - (ii) a copy of the notice sent to affected entities as required under Subsection (2)(a)(i)(B) and a list of the affected entities to which notice was sent;
  - (d) if the area proposed to be annexed is located in a county of the first class, contain on each signature page a notice in bold and conspicuous terms that states substantially the following:
    - "Notice:
      - There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
      - If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.";
  - (e) if the petition proposes the annexation of an area located in a county that is not the county in which the proposed annexing municipality is located, be accompanied by a copy of the resolution, required under Subsection 10-2-402(6), of the legislative body of the county in which the area is located; and
  - (f) designate up to five of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address of each sponsor.
- (4) A petition under Subsection (1) may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.
- (5) A petition under Subsection (1) may not propose the annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2a-202 if:
- (a) the request was filed before the filing of the annexation petition; and
  - (b) the request, or a petition under Section 10-2a-208 based on that request, is still pending on the date the annexation petition is filed.
- (6) If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:
- (a) along the boundaries of existing local districts and special service districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;
  - (b) to eliminate islands and peninsulas of territory that is not receiving municipal-type services;
  - (c) to facilitate the consolidation of overlapping functions of local government;
  - (d) to promote the efficient delivery of services; and
  - (e) to encourage the equitable distribution of community resources and obligations.
- (7) On the date of filing, the petition sponsors shall deliver or mail a copy of the petition to the clerk of the county in which the area proposed for annexation is located.
- (8) A property owner who signs an annexation petition proposing to annex an area located in a county of the first class may withdraw the owner's signature by filing a written withdrawal, signed by the property owner, with the city recorder or town clerk no later than 30 days after the municipal legislative body's receipt of the notice of certification under Subsection 10-2-405(2)(c)
- (i).

Amended by Chapter 139, 2020 General Session

**10-2-405 Acceptance or denial of an annexation petition -- Petition certification process -- Modified petition.**

- (1)
  - (a)
    - (i) A municipal legislative body may:
      - (A) subject to Subsection (1)(a)(ii), deny a petition filed under Section 10-2-403; or
      - (B) accept the petition for further consideration under this part.
    - (ii) A petition shall be considered to have been accepted for further consideration under this part if a municipal legislative body fails to act to deny or accept the petition under Subsection (1)(a)(i):
      - (A) in the case of a city of the first or second class, within 14 days after the filing of the petition; or
      - (B) in the case of a city of the third, fourth, or fifth class, a town, or a metro township, at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed.
  - (b) If a municipal legislative body denies a petition under Subsection (1)(a)(i), it shall, within five days after the denial, mail written notice of the denial to:
    - (i) the contact sponsor; and
    - (ii) the clerk of the county in which the area proposed for annexation is located.
- (2) If the municipal legislative body accepts a petition under Subsection (1)(a)(i) or is considered to have accepted the petition under Subsection (1)(a)(ii), the city recorder or town clerk, as the case may be, shall, within 30 days after that acceptance:
  - (a) obtain from the assessor, clerk, surveyor, and recorder of the county in which the area proposed for annexation is located the records the city recorder or town clerk needs to determine whether the petition meets the requirements of Subsections 10-2-403(3), (4), and (5);
  - (b) with the assistance of the municipal attorney, determine whether the petition meets the requirements of Subsections 10-2-403(3), (4), and (5); and
  - (c)
    - (i) if the city recorder or town clerk determines that the petition meets those requirements, certify the petition and mail or deliver written notification of the certification to the municipal legislative body, the contact sponsor, and the county legislative body; or
    - (ii) if the city recorder or town clerk determines that the petition fails to meet any of those requirements, reject the petition and mail or deliver written notification of the rejection and the reasons for the rejection to the municipal legislative body, the contact sponsor, and the county legislative body.
- (3)
  - (a)
    - (i) If the city recorder or town clerk rejects a petition under Subsection (2)(c)(ii), the petition may be modified to correct the deficiencies for which it was rejected and then refiled with the city recorder or town clerk, as the case may be.
    - (ii) A signature on an annexation petition filed under Section 10-2-403 may be used toward fulfilling the signature requirement of Subsection 10-2-403(2)(b) for the petition as modified under Subsection (3)(a)(i).

- (b) If a petition is refiled under Subsection (3)(a) after having been rejected by the city recorder or town clerk under Subsection (2)(c)(ii), the refiled petition shall be treated as a newly filed petition under Subsection 10-2-403(1).
- (4) Each county assessor, clerk, surveyor, and recorder shall provide copies of records that a city recorder or town clerk requests under Subsection (2)(a).

Amended by Chapter 352, 2015 General Session

**10-2-406 Notice of certification -- Publishing and providing notice of petition.**

- (1) After receipt of the notice of certification from the city recorder or town clerk under Subsection 10-2-405(2)(c)(i), the municipal legislative body shall publish notice:
  - (a)
    - (i) at least once a week for three successive weeks, beginning no later than 10 days after the day on which the municipal legislative body receives the notice of certification, in a newspaper of general circulation within:
      - (A) the area proposed for annexation; and
      - (B) the unincorporated area within 1/2 mile of the area proposed for annexation;
    - (ii) if there is no newspaper of general circulation in the combined area described in Subsections (1)(a)(i)(A) and (B), no later than 10 days after the day on which the municipal legislative body receives the notice of certification, by posting one notice, and at least one additional notice per 2,000 population within the combined area, in places within the combined area that are most likely to give notice to the residents within, and the owners of real property located within, the combined area; or
    - (iii) no later than 10 days after the day on which the municipal legislative body receives the notice of certification, by mailing the notice to each residence within, and to each owner of real property located within, the combined area described in Subsections (1)(a)(i)(A) and (B);
  - (b) in accordance with Section 45-1-101, for three weeks, beginning no later than 10 days after the day on which the municipal legislative body receives the notice of certification;
  - (c) on the Utah Public Notice Website created in Section 63F-1-701, for three weeks, beginning no later than 10 days after the day on which the municipal legislative body receives the notice of certification;
  - (d) within 20 days after the day on which the municipal legislative body receives the notice of certification, by mailing written notice to each affected entity; and
  - (e) if the municipality has a website, on the municipality's website for the period of time described in Subsection (1)(c).
- (2) The notice described in Subsection (1) shall:
  - (a) state that a petition has been filed with the municipality proposing the annexation of an area to the municipality;
  - (b) state the date of the municipal legislative body's receipt of the notice of certification under Subsection 10-2-405(2)(c)(i);
  - (c) describe the area proposed for annexation in the annexation petition;
  - (d) state that the complete annexation petition is available for inspection and copying at the office of the city recorder or town clerk;
  - (e) state in conspicuous and plain terms that the municipality may grant the petition and annex the area described in the petition unless, within the time required under Subsection 10-2-407(2)(a)(i), a written protest to the annexation petition is filed with the commission and

- a copy of the protest delivered to the city recorder or town clerk of the proposed annexing municipality;
- (f) state the address of the commission or, if a commission has not yet been created in the county, the county clerk, where a protest to the annexation petition may be filed;
  - (g) state that the area proposed for annexation to the municipality will also automatically be annexed to a local district providing fire protection, paramedic, and emergency services or a local district providing law enforcement service, as the case may be, as provided in Section 17B-1-416, if:
    - (i) the proposed annexing municipality is entirely within the boundaries of a local district:
      - (A) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and
      - (B) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c); and
    - (ii) the area proposed to be annexed to the municipality is not already within the boundaries of the local district; and
  - (h) state that the area proposed for annexation to the municipality will be automatically withdrawn from a local district providing fire protection, paramedic, and emergency services or a local district providing law enforcement service, as the case may be, as provided in Subsection 17B-1-502(2), if:
    - (i) the petition proposes the annexation of an area that is within the boundaries of a local district:
      - (A) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and
      - (B) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c); and
    - (ii) the proposed annexing municipality is not within the boundaries of the local district.
- (3)
- (a) The statement required by Subsection (2)(e) shall state the deadline for filing a written protest in terms of the actual date rather than by reference to the statutory citation.
  - (b) In addition to the requirements under Subsection (2), a notice under Subsection (1) for a proposed annexation of an area within a county of the first class shall include a statement that a protest to the annexation petition may be filed with the commission by property owners if it contains the signatures of the owners of private real property that:
    - (i) is located in the unincorporated area within 1/2 mile of the area proposed for annexation;
    - (ii) covers at least 25% of the private land area located in the unincorporated area within 1/2 mile of the area proposed for annexation; and
    - (iii) is equal in value to at least 15% of all real property located in the unincorporated area within 1/2 mile of the area proposed for annexation.

Amended by Chapter 255, 2019 General Session

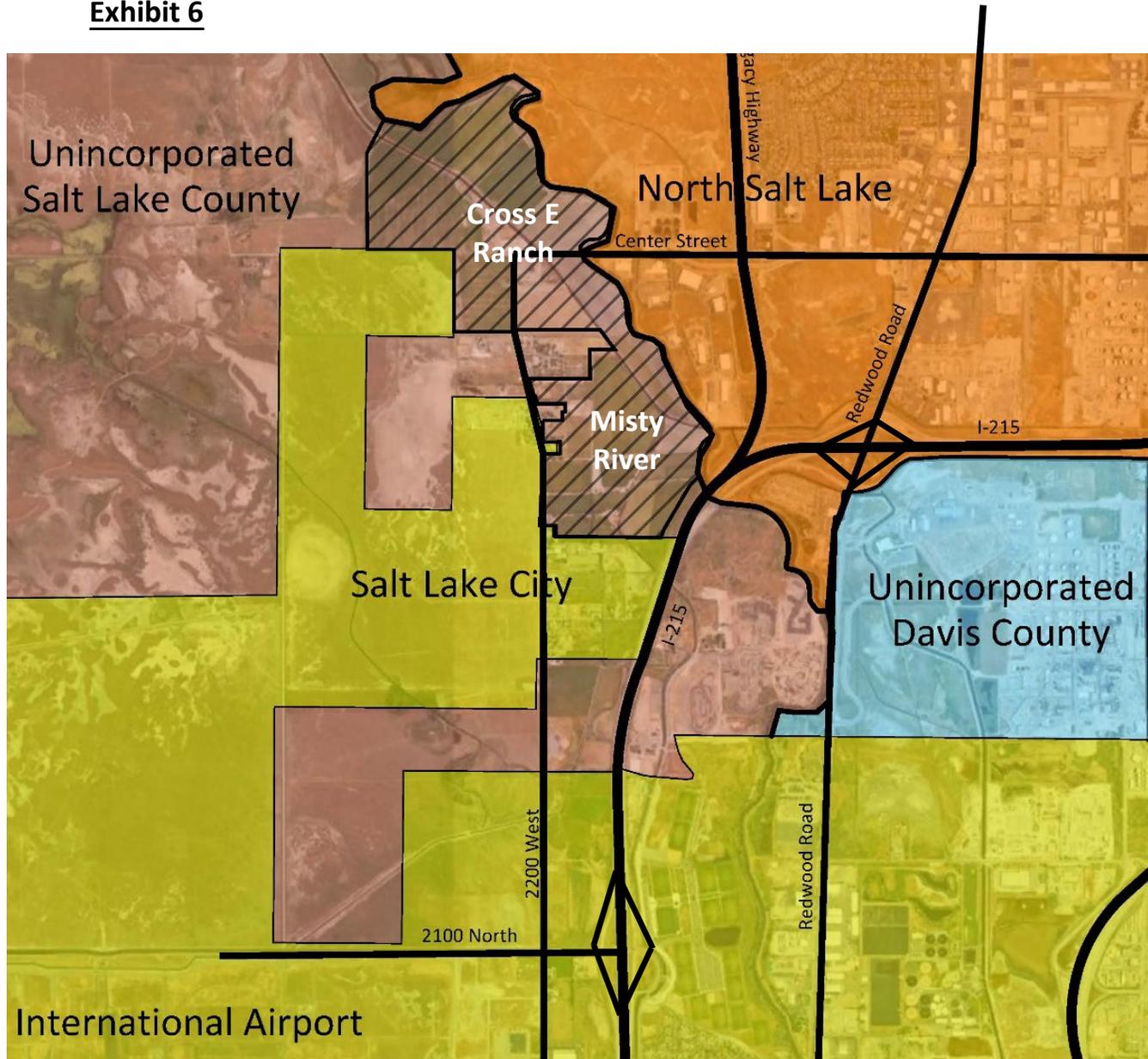
**10-2-407 Protest to annexation petition -- Planning advisory area planning commission recommendation -- Petition requirements -- Disposition of petition if no protest filed.**

- (1) A protest to an annexation petition under Section 10-2-403 may be filed by:
- (a) the legislative body or governing board of an affected entity;
  - (b) the owner of rural real property as defined in Section 17B-2a-1107; or
  - (c) for a proposed annexation of an area within a county of the first class, the owners of private real property that:

- (i) is located in the unincorporated area within 1/2 mile of the area proposed for annexation;
  - (ii) covers at least 25% of the private land area located in the unincorporated area within 1/2 mile of the area proposed for annexation; and
  - (iii) is equal in value to at least 15% of all real property located in the unincorporated area within 1/2 mile of the area proposed for annexation.
- (2) Each protest under Subsection (1) shall:
- (a) be filed:
    - (i) no later than 30 days after the municipal legislative body's receipt of the notice of certification under Subsection 10-2-405(2)(c)(i); and
    - (ii)
      - (A) in a county that has already created a commission under Section 10-2-409, with the commission; or
      - (B) in a county that has not yet created a commission under Section 10-2-409, with the clerk of the county in which the area proposed for annexation is located;
  - (b) state each reason for the protest of the annexation petition and, if the area proposed to be annexed is located in a specified county, justification for the protest under the standards established in this chapter;
  - (c) if the area proposed to be annexed is located in a specified county, contain other information that the commission by rule requires or that the party filing the protest considers pertinent; and
  - (d) contain the name and address of a contact person who is to receive notices sent by the commission with respect to the protest proceedings.
- (3) The party filing a protest under this section shall on the same date deliver or mail a copy of the protest to the city recorder or town clerk of the proposed annexing municipality.
- (4) Each clerk who receives a protest under Subsection (2)(a)(ii)(B) shall:
- (a) immediately notify the county legislative body of the protest; and
  - (b) deliver the protest to the boundary commission within five days after:
    - (i) receipt of the protest, if the boundary commission has previously been created; or
    - (ii) creation of the boundary commission under Subsection 10-2-409(1)(b), if the boundary commission has not previously been created.
- (5)
- (a) If a protest is filed under this section:
    - (i) the municipal legislative body may, at its next regular meeting after expiration of the deadline under Subsection (2)(a)(i), deny the annexation petition; or
    - (ii) if the municipal legislative body does not deny the annexation petition under Subsection (5)(a)(i), the municipal legislative body may take no further action on the annexation petition until after receipt of the commission's notice of its decision on the protest under Section 10-2-416.
  - (b) If a municipal legislative body denies an annexation petition under Subsection (5)(a)(i), the municipal legislative body shall, within five days after the denial, send notice of the denial in writing to:
    - (i) the contact sponsor of the annexation petition;
    - (ii) the commission; and
    - (iii) each entity that filed a protest.
- (6) If no timely protest is filed under this section, the municipal legislative body may, subject to Subsection (7), approve the petition.
- (7) Before approving an annexation petition under Subsection (6), the municipal legislative body shall hold a public hearing and publish notice of the public hearing:

- (a)
  - (i) at least seven days before the day of the public hearing in a newspaper of general circulation within the municipality and the area proposed for annexation;
  - (ii) if there is no newspaper of general circulation in the combined area described in Subsection (7)(a)(i), at least seven days before the day of the public hearing, by posting one notice, and at least one additional notice per 2,000 population within the combined area, in places within the combined area that are most likely to give notice to the residents within, and the owners of real property located within, the combined area; or
  - (iii) at least 10 days before the day of the public hearing by mailing the notice to each residence within, and to each owner of real property located within, the combined area described in Subsection (7)(a)(i);
- (b) on the Utah Public Notice Website created in Section 63F-1-701, for seven days before the day of the public hearing;
- (c) in accordance with Section 45-1-101, for seven days before the day of the public hearing; and
- (d) if the municipality has a website, on the municipality's website for seven days before the day of the public hearing.

## Exhibit 6



# North Pointe Annexation

- 350 Acres of Unincorporated Salt Lake County to be Annexed to North Salt Lake

## Cross E Ranch – 220 Acres

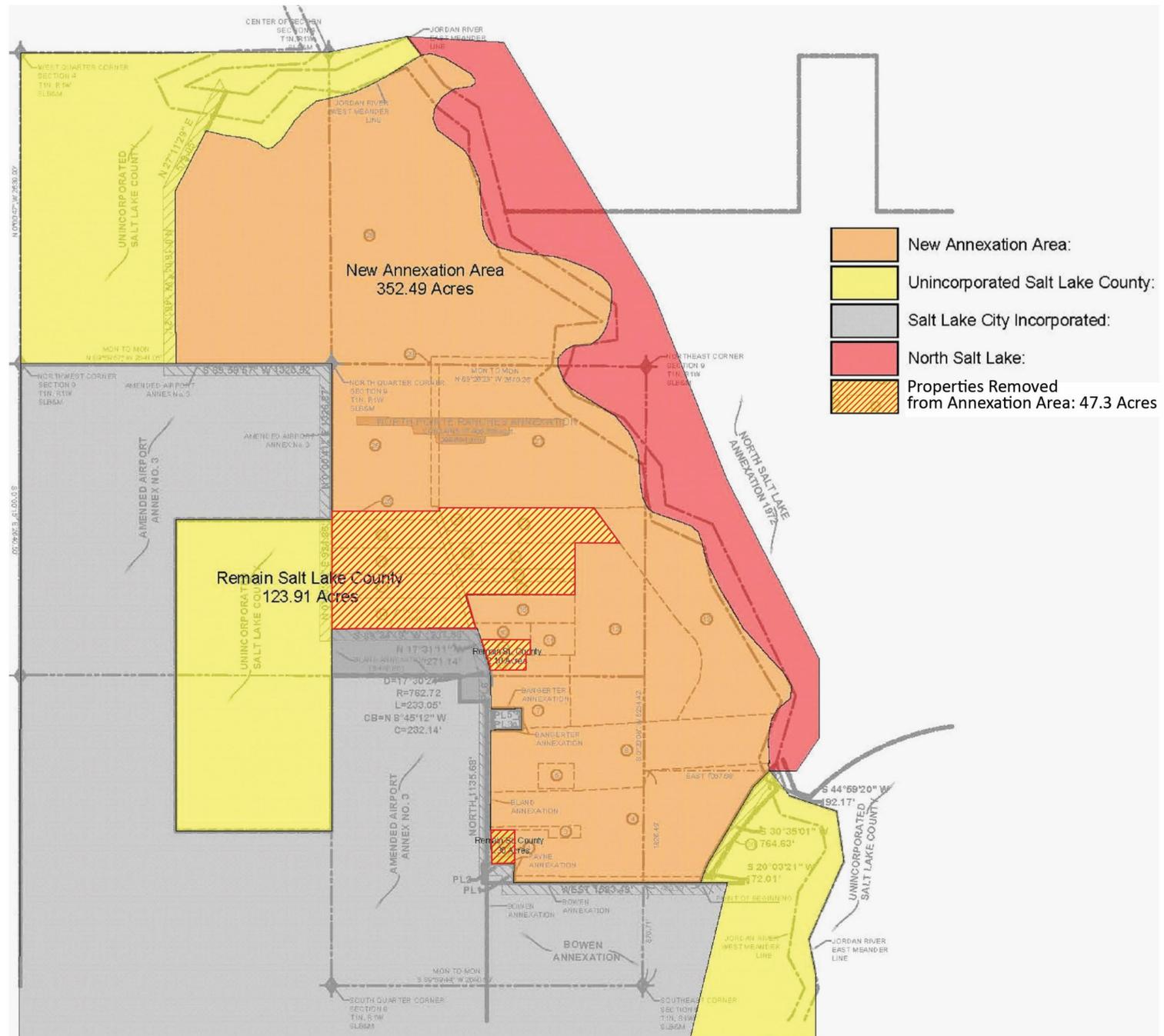
- Owned/Operated by the Hinckley Family
- Successful meat and agritourism business
- Operates without municipal water and sewer
- Wants to grow its agritourism business but needs municipal water and sewer service but can't afford it.

## Misty River – 126 Acres

- 994 Homes
- Mixed Density Residential
  - Single Family Detached and Townhomes
- Parks and Trails
- K-8 Charter School

# New Boundary

- Rural residential parcels (1 Acre or Greater) were included in the Annexation Boundary without written consent.
- A new Annexation Boundary has been drawn that only includes properties where the owner has signed an annexation petition.
- Properties removed can annex to either Salt Lake City or North Salt Lake by petition.





- Eliminated the 320-unit apartment neighborhood.
- Moved the charter school east of the canal.
- Included 7 estate lots along 2200 West.
- The Westpointe Community Council responded by email on February 4, 2020 that they were pleased that we made the revisions that they requested.

Revised Plan Units -	994
Reduction in Units	-187
% of Change -	-16%

1  
2 CITY OF NORTH SALT LAKE  
3 CITY COUNCL MEETING-REGULAR SESSION  
4 JUNE 2, 2020

5 DRAFT  
6

7 This meeting was held electronically via Zoom. The host site was located at 10 East Center  
8 Street in North Salt Lake.  
9

10 Mayor Arave called the meeting to order at 6:04 p.m.  
11

12 PRESENT: Mayor Len Arave  
13 Council Member Lisa Watts Baskin  
14 Council Member Natalie Gordon arrived at 6:13 p.m.  
15 Council Member Brian Horrocks  
16 Council Member Ryan Mumford  
17 Council Member Stan Porter  
18

19 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,  
20 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; David  
21 Church, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Llewelyn,  
22 Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes  
23 Secretary.  
24

25 OTHERS PRESENT: Blake Leonelli, Waste Management; Ryan Child, Child Richards; Lance  
26 Allen, Robinson Waste Services; Dal Wayment, South Davis Sewer District; David Parry with  
27 Jacobs Engineering; Dane (last name not provided), William Tribe, Shandell Smoot, Wilford  
28 Cannon, residents.  
29

30 1. CITIZEN COMMENT  
31

32 William Tribe commented on a vacant lot owned by the LDS Church in the Foxboro area,  
33 between Amberly and Norfolk Drives. He said a chapel was originally intended to be built there  
34 but the plans had changed. He suggested that the zoning be changed to allow for a 55 and older  
35 community there. Mr. Tribe said the site had been an eyesore and fire hazard for the last eleven  
36 years. Mayor Arave replied that while the City would be open to a 55 and older community that  
37 there was a development agreement on the property, which did not allow for housing. He said  
38 staff would reach out to the LDS Church to discuss maintaining the vacant property as well as  
39 the potential to change the development agreement to allow for a 55+ community there.  
40

41 Blake Leonelli, Waste Management, thanked the City for allowing Waste Management to  
42 provide garbage and recycling services for the last fifteen years. He said that while they had not  
43 been perfect they took responsibility for any issues and were 99% effective in serving the City.

44 Mr. Leonelli said they would love the opportunity to continue serving the City. He also  
45 expressed concern that while Waste Management was not the lowest bidder that the low bidder  
46 may come back with unseen rate increases. Mayor Arave thanked Waste Management for their  
47 years of service. He said that nothing runs perfectly all the time and it was difficult to keep  
48 everyone happy.

49

50 Mayor Arave welcomed Tyler Abegglen who was recently hired as the new Golf Course General  
51 Manager at Eaglewood.

52

53 2. FRAUD RISK ASSESSMENT PRESENTATION-RYAN CHILD, CHILD RICHARDS

54

55 Ryan Child, Child Richards, reported that the State Auditor's office had put together a program  
56 in response to a number of fraud cases that had occurred across the State. He said the program  
57 was a self-reporting questionnaire to be completed by each City and submitted by the end of the  
58 fiscal year. This meant the City's questionnaire would need to be completed by June 30<sup>th</sup>.

59

60 Council Member Gordon arrived at 6:13 p.m.

61

62 Mr. Child went through each question of the assessment, which included separation of duties,  
63 requirements for written policies in several areas, requirement for a licensed expert, annual  
64 written commitment by staff and elected officials to abide by ethical behavior, completion of  
65 State Auditor training by all board members, requirement for formal training in accounting and  
66 budgeting each year, a fraud hotline, a formal internal audit function, a formal audit committee,  
67 and other requirements related to accountability and separation for all financial transactions.

68

69 Ryan Child explained that the audit committee would assist the governing body in its financial  
70 oversight responsibilities. It was recommended that the members of the audit committee be a  
71 subset of the governing body and include a financial expert who was not a member of  
72 management such as a volunteer or paid financial expert. He said finance officers from other  
73 local governments could be considered to meet that requirement. The audit committee would  
74 oversee the formal internal audit function. Mr. Child said that Child Richards conducted a yearly  
75 independent audit but the internal audit would be conducted by City staff as outlined and  
76 approved. He said upon completion the questionnaire would then need to be certified by the  
77 City's Chief Administrative and Chief Financial Officers and uploaded to the State Auditor's  
78 Office by June 30<sup>th</sup>.

79

80 Mayor Arave asked if a calculation had already been completed to assess where the City ranked.  
81 Ken Leetham replied that staff had completed most of the items on the assessment but needed to  
82 establish yearly training and setup a fraud hotline, formal internal audit, and formal audit  
83 committee. He said the City was in the mid-300s, which was within the low risk level.

84 3. SOUTH DAVIS SEWER DISTRICT UPDATE- DAL WAYMENT

85

86 Dal Wayment reported on the items that the South Davis Sewer District had been working on to  
87 contain the odor issue in Foxboro. He explained that this included excavation to gain access to  
88 the trickling filter to implement forced ventilation, sealing off space between the filter and a fiber  
89 glass wall, and two blowers to draw air out of the space and discharge into an odor scrubbing  
90 system. Mr. Wayment said it would take time to get the scrubber part built but they had been  
91 flushing the filter which resulted in better function. He also said that to aid in the recovery of the  
92 filter from a toxic event that they had been adding proprietary nutrients as well.

93

94 Mr. Wayment then spoke on ventilation stacks that were activated with carbon canisters, which  
95 would be changed routinely. He said they had also added a stainless steel hood to the equipment  
96 to capture odors at the source and provided a seal to the main fan on the stripping tower to  
97 eliminate odors from escaping.

98

99 David Parry, with Jacobs Engineering, who had been contracted by South Davis Sewer, spoke on  
100 an odor study, which had been completed for the Sewer District. This project included five tasks  
101 including project management, odor assessment, source testing and analysis, development of  
102 solutions, and preparing an odor control plan.

103

104 Mr. Parry referred to task two, which included an odor assessment of both the South Davis  
105 Sewer District plant and the Wasatch Resource Recovery facility. Task three was source testing  
106 and analysis which included placing odor senses at multiple locations which would allow them to  
107 complete the testing analysis by the end of the month. Task four was to develop a solution which  
108 would be completed by July 7, with task five to include preparation of an odor control plan to be  
109 completed by August 6. He said the odor assessment would include a review of all the potential  
110 sources of odor and how to link the odors to the source.

111

112 David Parry spoke on some potential near and long-term solutions and what the completed study  
113 would entail for the South Davis Sewer District plant and the Wasatch Resource Recovery  
114 facility.

115

116 Mayor Arave asked if testing had been done in the neighborhood as well as the plant. He  
117 commented that some testing had already been done and asked about the results of those tests.  
118 David Parry replied that they had only taken samples from the source of the odor and not the  
119 neighborhood. He also said the data from the hand samples would be back that next week.

120

121 Mayor Arave asked about the odors in the neighborhood and if there was a way to determine  
122 exactly where those odors were coming from. David Parry said they were obtaining this  
123 information from how the neighbors were describing it and also sending someone out to the area  
124 when a complaint was issued.

125

126 Council Member Mumford thanked Dal Wayment and David Parry for their dedication in  
127 finding a solution. He reiterated the urgency and the desire to make an impact.

128

129 4. CONSIDERATION OF A REQUEST TO MODIFY THE CONDITION OF  
130 APPROVAL FOR THE PLAT AMENDMENT TO THE RIDGE SUBDIVISION AT  
131 APPROXIMATELY 776 SOUTH WINTER LANE, CW LAND, APPLICANT

132

133 Sherrie Llewelyn reported that on May 5<sup>th</sup> the City Council approved a plat amendment for The  
134 Ridge Phase 2 which added lot 160, known as the Cook property, with three conditions. These  
135 conditions included a requirement for the property owner to obtain a building permit for a rock  
136 retaining wall on lot 160 including the installation of a Portland cement concrete cut off trench to  
137 stabilize the walls. The conditions required that the property owner post a bond for that  
138 installation and complete the work within one year. She showed the approved conditions with  
139 some revisions as the owner of lot 160, Joseph Cook, and the developer, CW Land, had  
140 requested an amendment to the conditions as they felt the requirement for the trench wall was  
141 impractical. The applicants asked the geotechnical engineer to determine if an alternate solution  
142 existed. On May 14, 2020 CMT Engineering offered an alternative solution that the removal of  
143 the upper five feet of the rockery wall along with the removal of the associated fill material and  
144 the slope be regraded.

145

146 The Development Review Committee (DRC) reviewed the previous conditions and determined  
147 that if the revised grading plan was submitted that detailed the removal of the upper wall and fill  
148 material, the lot was regraded, and the driveway access was installed that this plan was  
149 acceptable. One of the advantages of this plan was that when a home was designed and  
150 engineered for the site that the retaining and associated walls could be incorporated site specific  
151 to the home. Additionally a building permit would be required on the lower rock wall as it was  
152 installed without a permit.

153

154 Mrs. Llewelyn showed the revised grading plan and said this new plan would allow room for the  
155 trail to be constructed across the property. The DRC made a recommendation to approve the  
156 change to remove the upper rockery wall and the regrading of the lot, which would need to be  
157 completed prior to the City Engineer signing the plat. This would ensure that it had been  
158 inspected by the City Engineer and the geotechnical engineer. She explained that even though  
159 the developer would like to complete the revised plan after 30 days of the recordation of the  
160 amended plat that staff would prefer it be done prior to signing the plat.

161

162 **Council Member Horrocks moved that the City Council approve the plat amendment for**  
163 **The Ridge Subdivision PUD Phase 2 at approximately 766 South Winter Lane with the**  
164 **following conditions, replacing the conditions from the May 5, 2020 decision:**

165

- 166 1. **In accordance with the revised submitted CMT Engineering Laboratories**  
167 **geotechnical report, dated May 14, 2020, for lot 160 the following actions be taken:**

168                   **a. A building permit shall be obtained for the existing rock wall and the**  
169                   **advised installation of a “Portland cement concrete cut off trench at the base**  
170                   **of the downslope of the current two-tiered rock wall” to achieve the noted**  
171                   **stability results in the report; or**

172  
173                   **b. A building permit shall be obtained for the lower existing rock wall and**  
174                   **shall include a grading plan which removes the upper 5 foot rockery wall tier**  
175                   **and associated soils (fill material) behind the wall extending back to the**  
176                   **bottom of the planned roadway embankment toe, including the proposed**  
177                   **driveway for the lot.**

178  
179                   **2. A note shall be placed upon the plat for Lot 160 that no charged irrigation line may**  
180                   **be placed within 10 feet of the rock retaining walls.**

181  
182                   **3. Prior to the City Engineer signing the plat for recordation, condition 1(a.) or 1(b.)**  
183                   **shall be completed and inspected by the City Engineer and certified by CMT**  
184                   **Engineering to be in accordance with the findings and recommendations of their**  
185                   **report, having achieved the specified slope stability.**

186  
187                   **Council Member Mumford seconded the motion. The motion was approved by Council**  
188                   **Members Baskin, Gordon, Horrocks, Mumford and Porter via Zoom chat.**

189  
190                   **4. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2020-13R: A**  
191                   **RESOLUTION AMENDING THE 2019-2020 BUDGET**

192  
193                   Janice Larsen reported that this was the final budget adjustment for the current fiscal year. She  
194                   explained that there was an expense related to an annexation consultation, which the developer  
195                   would be reimbursing. There were also increased costs in the General Fund related to street  
196                   lighting and striping, the purchase of cameras in the police area, and security measures on the  
197                   network. These adjustments would result in an increase in the use of Fund Balance.

198  
199                   The budget adjustments in the Redevelopment Agency Fund were related to tax increment  
200                   revenues. The actual revenues in all three taxing areas exceeded the current year budget. A large  
201                   percentage of the tax increment revenues were due to developers, or were required to be set aside  
202                   for low to moderate income housing projects. As a result, staff recommended an increase in the  
203                   budget for development related revenues, expenditures, and transfer-out to the Housing Fund.  
204                   There would be an increase in the contribution to fund balance.

205  
206                   In the Housing Fund the adjustment was to increase the transfer-out from the Redevelopment  
207                   Agency. There would be an increase in the contribution to fund balance. For the Local Building  
208                   Authority Fund there was a plumbing repair for one of the Hatch Park rental properties owned by  
209                   the City. The rental revenue was expected to exceed the budget. There was no change to the fund

210 balance. In the Capital Improvement Fund there was a budget increase needed for both revenues  
211 and expenditures related to the COVID response. A State grant related to the pandemic was  
212 expected to match the City's expenditures so there would be no change in the fund balance.

213  
214 Regarding the Road Capital Fund two projects were expected to exceed the budgeted amount and  
215 one project was below budget which would result in an increase in the use of fund balance. Staff  
216 was recommending a budget increase for several operating expense accounts and one capital  
217 project in the Water Fund. The increase in expenses would increase the use of fund balance. Staff  
218 was also recommending a budget increase for one capital project in the Storm Water Fund. An  
219 increase was also recommended related to impact fee revenues collected that were committed as  
220 part of a developer agreement. The increase in expenses would increase the use of fund balance.

221  
222 For the Golf Fund staff recommended a budget increase for the purchase of a range picker, a  
223 steam cleaning system to sanitize golf carts, and several other operating expenses. The increase  
224 in expenditures would increase the use of fund balance. Staff was also recommending a budget  
225 increase in the Fleet Fund related to a State grant for the replacement of a 10-wheel natural gas  
226 truck. The grant required the purchase of a new replacement vehicle. The new vehicle exceeded  
227 the grant revenue of \$109,000, which resulted in an increase in the use of fund balance of  
228 \$19,000.

229  
230 Mayor Arave questioned the usage overage charge of \$41,000 in the Water Fund. He asked if the  
231 previously contaminated well should be used to prevent future water overage charges. Paul  
232 Ottoson replied that this well was used in the Foxboro area for secondary water. He felt it was  
233 not needed for culinary water at this time.

234  
235 David Frandsen explained that the water overage for this year was due to a pump that went  
236 down.

237  
238 **Mayor Arave opened the public hearing at 7:01 p.m. There were no public comments, and**  
239 **at 7:02 p.m. Council Member Mumford moved to close the public hearing. Council**  
240 **Member Baskin seconded the motion. The motion was approved by Council Members**  
241 **Baskin, Gordon, Horrocks, Mumford and Porter.**

242  
243 Council Member Baskin asked about the projected revenue in 2020 and the total reduced amount  
244 due to the pandemic and decrease in sales revenue. Janice Larsen replied that in the General  
245 Fund for sales tax revenue there was a proposed 25% decrease and for development it was a  
246 projected amount. She said the sales tax and revenues information could be provided to the City  
247 Council at a later date.

248  
249 Council Member Baskin asked about the budget adjustment related to major plumbing repairs for  
250 a rental property in the Local Building Authority fund. Janice Larsen replied that there was a

251 plumbing issue with one of the rental homes near Hatch Park and that she could find out more  
252 information on the repair performed.

253  
254 Council Member Baskin then asked about the \$30,000 in expenditures that was used for COVID  
255 response from the Capital Improvement Fund. She asked how these funds were spent. Janice  
256 Larsen replied that the funds were spent on an air filtration system and additional computer  
257 equipment. She said a list could be provided to the Council.

258  
259 Ken Leetham said a good amount of those funds were spent on computer equipment to allow  
260 employees to work from home, additional cleaning supplies, and the water pressure cleaner for  
261 golf carts.

262  
263 Mayor Arave asked what the equipment would be used for now that employees were working in  
264 the office. Ken Leetham replied that some computers needed to be replaced but he had not  
265 analyzed the use of all the equipment yet.

266  
267 Mayor Arave asked about March sales tax numbers. Janice Larsen responded that March  
268 numbers were better than expected at \$50,000 lower than budgeted. She said that when the  
269 numbers were received this month that it would give a better overall picture.

270  
271 Council Member Baskin asked about the vehicle that was purchased with the grant. She asked if  
272 this was a necessary purchase. David Frandsen replied that it was a brand new \$128,000 snow  
273 plow which only cost the City \$19,000.

274  
275 Council Member Baskin commented that the fleet and equipment maintenance was shared with  
276 the golf course and public works and if those were separated per the budget. Janice Larsen  
277 replied that there was some overhead that was charged in the fleet fund and charged back to the  
278 golf course as well as charges directly allocated to the golf course. She said the fleet fund was an  
279 internal service fund which serviced all of the departments in the City. She added that when  
280 equipment was purchased for a specific vehicle, that amount was charged directly to the  
281 corresponding department.

282  
283 Council Member Baskin said it appeared that the total budget was \$25 million and it appeared  
284 there was a deficit of \$300,600. She asked if the City Council was approving a budget with a  
285 large deficit. Janice Larsen responded that even though the City was using more money than was  
286 coming in that there was \$2.6 million remaining in the General Fund. She said it was important  
287 to look at of the supporting documents to see the full picture and that this report was just a  
288 summary.

289  
290 Council Member Mumford asked for clarification on the Water Fund overage and if the  
291 surcharge charged to users covered the overage. Janice Larsen replied that there was a strong  
292 cash balance in the Water Fund as enough revenue was collected to cover capital costs. She said

293 the rate charged to residents was intended to be enough to cover the purchased water and the  
294 infrastructure. Ms. Larsen also said rates did not need to be raised to cover the overage but did  
295 not leave as much for capital projects in the future.

296  
297 Mayor Arave said that the water fund was profitable last year but not as much as was anticipated  
298 due to the overage. Ken Leetham commented that this overage was a one-time event and staff  
299 monitored the usage to ensure it did not exceed supply.

300  
301 Council Member Mumford asked about the Storm Water Fund and the \$325,000 budget  
302 adjustment. He asked what the fund balance was in the Storm Water Fund. Janice Larsen replied  
303 that there was cash in the Storm Water Fund as well. She said projects were scheduled based on  
304 available funds as well as to correspond with road projects.

305  
306 **Council Member Mumford moved to adopt Resolution 2020-13R: a resolution of the City**  
307 **Council of the City of North Salt Lake adopting an amendment to adjust the fiscal year**  
308 **2019-2020 General Fund, Redevelopment Agency, Housing Fund, Local Building**  
309 **Authority, Capital Projects Fund, Road Capital Fund, Water Fund, Storm Water Fund,**  
310 **Golf Fund, and Fleet Fund budgets. Council Member Gordon seconded the motion. The**  
311 **motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and**  
312 **Porter via Zoom chat.**

313  
314 5. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2020-14R: A  
315 RESOLUTION ADOPTING THE FINAL CITY OF NORTH SALT LAKE FISCAL  
316 YEAR BUDGETS FOR 2020-2021

317  
318 Mayor Arave spoke on the fund balance and said this would be utilized in the Water, Storm  
319 Water, and Park Funds for capital projects. He also mentioned the Golf Fund, which was  
320 problematic at this time and the Fleet Fund with capital projects and equipment purchases. Janice  
321 Larsen clarified that no vehicles were purchased this year in the Fleet Fund as there was no  
322 capital revenue.

323  
324 Council Member Mumford asked for clarification that the \$138,800 in the Fleet Fund was just  
325 the debt service payment. Janice Larsen replied affirmatively and said that normally they would  
326 charge back the cost to the corresponding department as part of the capital cost. She said the cash  
327 balance at the end of the year should still be healthy for the Fleet Fund.

328  
329 Ken Leetham commented that they would not be charging the cost back to the departments for  
330 the Fleet Fund as a one-time strategy to deal with the expected downturn from COVID.

331  
332 Mayor Arave explained the fiscal year 2020-2021 total budget profit and loss and said the  
333 General Fund showed a use of \$36,900, which was problematic but not horrible, as well as  
334 \$221,700 for the Golf Fund which he said was progress over last year.

335 **Mayor Arave opened the public hearing at 7:26 p.m. There were no public comments, and**  
336 **at 7:27 p.m. Council Member Baskin moved to close the public hearing. Council Member**  
337 **Horrocks seconded the motion. The motion was approved by Council Members Baskin,**  
338 **Gordon, Horrocks, Mumford and Porter.**

339  
340 Council Member Baskin asked about projections for the reduced revenue. Janice Larsen replied  
341 that there was a 25% reduction in sales tax from what was budgeted this year, which would be \$3  
342 million. She said there was a reduction in permit inspection fees and plan check fees and that  
343 these reductions were from the budget that was projected in early March.

344  
345 Mayor Arave commented that the State prepared the numbers for the potential sales tax decrease  
346 and asked if staff had reviewed this. He said it was based on automotive and construction sales.  
347 Ken Leetham replied that the City received a detailed analysis and found that the State and the  
348 City's projections for the decreased sales tax were similar.

349  
350 Janice Larsen said as things could change that staff reviewed this information every month and  
351 would keep the City Council updated.

352  
353 Ken Leetham said the proper way to view the budget was to understand that the City adjusted the  
354 revenue projections but also adjusted expenditures in every department to absorb these types of  
355 revenue shortages should they occur as projected. He said the City was in a strong position to  
356 continue operating even with the financial crisis for the next twelve months.

357  
358 Council Member Mumford thanked staff for their work on the budget.

359  
360 **Council Member Baskin moved to recommend approval of Resolution 2020-14R which**  
361 **adopts the City's fiscal year 2020-2021 General Fund, Redevelopment Agency, Housing**  
362 **Fund, Local Building Authority Fund, Debt Service Fund, Capital Projects Fund,**  
363 **Enterprise Fund and Internal Service Fund budgets. Council Member Mumford seconded**  
364 **the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks,**  
365 **Mumford and Porter via Zoom chat.**

366  
367 6. CONSIDERATION OF RESOLUTION 2020-15R: A RESOLUTION AUTHORIZING  
368 THE CITY TO "PICK UP" THE EMPLOYEE PORTION OF THE TIER 2 PUBLIC  
369 SAFETY AND FIREFIGHTER RETIREMENT SYSTEM 2020 ENHANCEMENTS

370  
371 Ken Leetham reported that this issue had caused a lot of discussion. He said most agencies had  
372 elected to pick up the employee portion and said this process would require the City to adopt a  
373 formal resolution. Mr. Leetham said the Tier 2 employees were on a different retirement plan  
374 which was not as rich as those on a Tier 1 plan. He recommended the City pick up the additional  
375 cost for the Tier 2 public safety officers.

376

377 Mayor Arave asked if this was an increase in the defined benefit plan or an addition to a 401K  
378 plan. Ken Leetham replied that it was a contribution rate increase to fund Tier 2 retirement. He  
379 said he did not think it was an increase in benefit.

380  
381 Council Member Horrocks asked if this increase would only apply to public safety officers in the  
382 Tier 2 system. Ken Leetham clarified that the State was requiring either the agency or the  
383 employee to fund the 2.27% increase in contribution rate.

384  
385 Chief Black said the legislation only addressed the public safety and firefighter retirement plans  
386 under the Tier 2 and did not address the regular public employees.

387  
388 Ken Leetham also said there were seven Tier 2 employees, which would result in an annual cost  
389 of \$8,200.

390  
391 Mayor Arave asked about the difference between Tier 1 and Tier 2 benefits. Chief Black replied  
392 that Tier 1 was the old benefit system prior to 2011 for all public employees. He said after 2011  
393 it became a hybrid plan with defined benefits and contributions as well as options on how the  
394 contributions were managed.

395  
396 Council Member Mumford asked if South Davis Metro Fire would provide this for their  
397 employees and if this would result in a rate increase for the City. Ken Leetham said that their  
398 budget would include this and may or may not result in an increase in the City's assessment. He  
399 said they had a draft budget from the District, which would not change because of this.

400  
401 Mayor Arave said South Davis Metro Fire had a similar issue in trying to match what other  
402 agencies were paying which would result in a 4% increase.

403  
404 **Council Member Porter moved to adopt Resolution 2020-15R Tier 2 Public Safety and**  
405 **Firefighter Retirement System 2020 Enhancements. Council Member Gordon seconded the**  
406 **motion. The motion was approved by Council Members Baskin, Gordon, Horrocks,**  
407 **Mumford and Porter via Zoom chat.**

408  
409 7. CONSIDERATION OF A RECOMMENDATION FROM THE PARKS, TRAILS,  
410 ARTS & RECREATION ADVISORY BOARD RELATED TO THE LEGACY PARK  
411 SPLASH PAD

412  
413 David Frandsen reported on the concept to fence the splash pad area and said it was presented to  
414 the Parks and Arts Board. As the Board was in favor of the idea staff obtained two estimates,  
415 which came back higher than expected. The first estimate was for \$74,863 and would be  
416 available in three weeks. The second estimate was \$74,959 and would be available in six weeks.

417

418 Council Member Mumford commented that he researched other splash pads, which were fenced  
419 and said that some of the pros included limiting dogs and protecting the splash pad but said due  
420 to the pricing that this may not be the year to install fencing. He did feel that fencing the splash  
421 pad made sense for long-term park use.

422

423 David Frandsen commented that pricing may come down in the fall.

424

425 Council Member Horrocks commented that there was a recession due to COVID and that if it  
426 lingered there may eventually be better pricing. He said he liked some of the advantages of the  
427 fence but did not like other aspects of it. He said the City just approved a lean budget with  
428 sacrifices so the timing was not right to spend that much money on a splash pad fence.

429

430 The Council discussed the potential for removing the dog ban at the park if the splash pad was  
431 fenced. They spoke on pros and cons including County Health Department rules and ensuring  
432 that the fields were clean from pet waste.

433

434 Council Member Porter asked if a metal fence would erode with the water, chemicals and  
435 weather. David Frandsen replied that this type of fencing was meant to go around swimming  
436 pools and could withstand those elements. He also said that staff received a lot of complaints  
437 from people who reserved the nearby pavilion and were forced to share with splash pad users. He  
438 said the fence would help to alleviate some of those complaints as well.

439

440 Council Member Baskin commented that the impetus for the fence was the pandemic and how to  
441 safely use the splash pad. She said there were some advantages to the fence but due to the budget  
442 that she was not inclined to go forward with installation this year or possibly ever due to the cost.

443

444 Council Member Gordon felt the cost was too much right now. She would like to review the  
445 option in the future particularly if there was still a need for restrictions. She suggested keeping  
446 the splash pad closed until the State moved into green risk level related to the virus.

447

448 Council Member Mumford said he spoke to the health department and the options for opening  
449 the splash pad. The department said as long as residents abided by social distancing measures  
450 that the splash pad could open now. The department also said COVID was not transmissible by  
451 water and felt that chlorinated water and UV rays killed the virus.

452

453 Council Member Porter was in favor of opening the splash pad now and waiting to install the  
454 fence.

455

456 Council Member Gordon commented that per the executive orders that the City was responsible  
457 for ensuring that there were no more than 50 people at the splash pad. She asked for the City  
458 attorney's opinion before opening the splash pad. David Church replied that he would review the

459 State's order but was unsure how the City would monitor and police the number of people in  
460 attendance.

461  
462 Mayor Arave commented that the City would be required to control the entrance and exit per the  
463 letter of the law and enforce social distancing.

464  
465 Council Member Baskin felt that it was premature to open the splash pad at this time. She said  
466 the only way to open it safely would be to heavily monitor access.

467  
468 Ken Leetham said that it seemed clear to him, after talking to Davis County, that public and  
469 private pools were opening. He said that if the City opened the splash pad with signage and  
470 education that it would be a policy decision. Mr. Leetham said there have been increased  
471 COVID-19 cases due to the loosening of restrictions and asked if the City should educate and  
472 allow the public to make the choice or just keep the facility closed. He said there were increasing  
473 number of rates in the County but currently only six active cases in the City. He suggested that  
474 the City educate the public, install signs, and allow the splash pad to open.

475  
476 The Council then discussed the issues with dogs and fecal matter at the splash pad and the lack  
477 of confidence in the public to social distance and follow the rules, allowing residents to  
478 determine if they want to use the amenity, and the recommendation to override or cover the "on"  
479 button.

480  
481 Ken Leetham suggested that David Church could review the executive order in relation to the  
482 number of people gathering before the splash pad was opened.

483  
484 Mayor Arave recommended creating a formal plan and sending it to the Davis County Health  
485 Department for approval before opening the splash pad.

486  
487 Council Members Mumford, Horrocks and Porter were in favor of opening the splash pad if the  
488 County Health Department approved the plan, signage was installed, and the "on" switch was  
489 overridden.

490  
491 Council Members Baskin and Gordon were opposed to opening the splash pad until the County  
492 moved to the green risk level, and the City attorney and the County Health Department approved  
493 the opening plan.

494  
495 **Council Member Mumford moved to come up with a plan to open the splash pad with**  
496 **additional signage for social distancing and present the plan to the Davis County Health**  
497 **Department to open the splash pad.**

498

499 Council Member Baskin asked for clarification on the time line. Council Member Mumford  
500 clarified that he would like to open the splash pad now but felt that it was appropriate to get  
501 approval from Davis County Health Department first.

502

503 **Council Member Horrocks seconded the motion. The motion was approved by Council**  
504 **Members Horrocks, Mumford and Porter. Council Members Baskin and Gordon voted in**  
505 **opposition to the motion.**

506

507 8. CONSIDERATION OF MOTION TO AWARD A BID FOR SOLID WASTE  
508 SERVICES

509

510 Ken Leetham reported that staff obtained bids from three companies for solid waste services.  
511 The three responses were from Ace Recycling and Disposal, Waste Management, and Robinson  
512 Waste Services. He recommended signing a contract with the low bidder, Robinson Waste  
513 Services, to begin in July. Mr. Leetham said Robinson Waste Services had a great reputation and  
514 complimentary references.

515

516 Mayor Arave asked about the contract length. Ken Leetham suggested a four to five year  
517 contract.

518

519 Council Member Horrocks commented that he had worked with Ace and Waste Management in  
520 his commercial experience and found them reliable. He said he had never heard of Robinson  
521 Waste Services. He also said residents had asked about the potential for having green waste  
522 curbside pickup or curbside pickup for junk.

523

524 Mayor Arave asked about the potential for a curbside spring and fall cleanup. Blake Leonelli,  
525 Waste Management, commented that this was something they could evaluate. He said there  
526 would be additional costs and that they participated with some cities in a spring and fall cleanup  
527 program.

528

529 Council Member Porter commented that the City did have Ace as the waste management  
530 company in the past, which was cancelled after two major accidents with garbage trucks had  
531 occurred.\*

532

533 \*A correction to the minutes has been requested by Ace Disposal. Subsequent to the meeting,  
534 Ace representatives indicated to City staff that the accidents referred to above were with A-1, a  
535 company that was awarded the City's solid waste contract after Ace Disposal. After A-1's failure  
536 to perform and the accidents mentioned, the City then contracted again with Ace Disposal.

537

538 **Council Member Porter moved that the City Council authorize the City manager, subject**  
539 **to review and approval of the City attorney, to enter into a contract with Robinson Waste**  
540 **Services based upon the terms submitted by Robinson in the proposal dated May 26, 2020.**

541 **Council Member Horrocks seconded the motion. The motion was approved by Council**  
542 **Members Baskin, Gordon, Horrocks, Mumford and Porter via Zoom chat.**

543  
544 Mayor Arave asked whether the City Council would prefer a three or five year contract.

545  
546 Council Member Horrocks commented that it may be appropriate to have a 30-day out on any  
547 contract. He also asked if there was a way to cancel the contract based on a performance breach.  
548 Ken Leetham replied that any contract the City entered into would allow for a corrective period  
549 for any performance breach as well as the ability to cancel the contract if that breach continued.

550  
551 9. APPROVE CITY COUNCIL MINUTES

552  
553 The City Council minutes of May 19, 2020 were reviewed. **Council Member Porter moved to**  
554 **approve the City Council meeting minutes of May 19, 2020 as written. Council Member**  
555 **Baskin seconded the motion. The motion was approved by Council Members Baskin,**  
556 **Gordon, Horrocks, Mumford and Porter.**

557  
558 10. ACTION ITEMS

559  
560 The action items list was reviewed. Completed items were removed from the list.

561  
562 11. COUNCIL REPORTS

563  
564 Council Member Baskin reported on the 2020 census and a troubling question, which asked if an  
565 individual “usually lived in the home.” She said that this question was unclear and inconsistent,  
566 and she was troubled by it as the census impacted funding.

567  
568 Council Member Baskin then mentioned complaints and correspondence with Anna Marks and  
569 her neighbors near Windsong lane about a golf ball problem. She asked if staff and Council  
570 members would be willing to look at the home. Mayor Arave commented that staff was meeting  
571 with Anna Marks on Windsong Lane on June 10 at 4 p.m.

572  
573 Council Member Baskin also reported on an email she received from Mike Morgan related to  
574 speeding violations on Eagleridge Drive and the potential to install a radar sign in the area.

575  
576 Mayor Arave also said that Eagleridge Drive could be dangerous. Ken Leetham said he would  
577 discuss this issue with Chief Black and could place the speed signs on Eagleridge.

578  
579 Council Member Horrocks mentioned the car dealership located on Highway 89 and asked if it  
580 was a violation for them to park inventory on both sides of the street, or for customers to park  
581 there as well.

582

583 Council Member Porter said he felt it was a violation as Highway 89 was a State road and the  
584 inventory was unlicensed/unregistered.

585

586 Ken Leetham commented that staff would follow up on this issue.

587

588 Council Member Mumford thanked Council Member Baskin for being diligent on her comments.  
589 He suggested the City invest in the solar panel speed signs. He then reported on the Parks and  
590 Arts Summer Trails Series and said the highlighted trails included Porter's Landing the  
591 upcoming Saturday, Legacy Trail on July 11, and Springhill Geological Trail on August 1. He  
592 said the next event would be NSL Reads in September which was on hold for now.

593

#### 594 12. MAYOR'S REPORT

595

596 Mayor Arave reported that the South Davis Recreation District had reopened the rec center  
597 including the swimming pools and were mostly back to normal with some limits. He also spoke  
598 on COVID and said there would be increased cases but the hospitals were currently in good  
599 shape. He also said there was struggle with contact tracing but more people were being hired to  
600 assist with this.

601

#### 602 13. CITY ATTORNEY'S REPORT

603

604 David Church had nothing to report.

605

#### 606 14. CITY MANAGER'S REPORT

607

608 Ken Leetham reported on an upcoming Eagleridge Drive road project that would be done in two  
609 phases. Phase 1 would be June 6 and 7 and Phase 2 would be completed June 8 to the 15,  
610 weather permitting. He said the City sent a letter to affected residents in the area of the road  
611 closure. Mr. Leetham showed a map of the project area with the road closure as well as phase 1  
612 and 2 alternate routes.

613

614 Paul Ottoson commented that the contractor's goal was to have the road reopened by Friday June  
615 12 or Saturday June 13.

616

617 Council Member Baskin commented that she appreciated the City Council for being good  
618 citizens and leaders. She said while reflecting on the nation, State and City that she was  
619 reminded of the quote by Martin Luther "Even if I knew that tomorrow the world would go to  
620 pieces, I would still plant my apple tree." She urged everyone to keep the hope needed for things  
621 to get better.

622

#### 623 15. ADJOURN INTO CLOSED SESSION TO DISCUSS PENDING OR REASONABLY 624 IMMEDIATE LITIGATION

625 **At 8:57 p.m. Council Member Porter moved to adjourn the regular session and go into**  
626 **closed session to discuss pending or reasonably imminent litigation. Council Member**  
627 **Horrocks seconded the motion. The motion was approved by Council Members Baskin,**  
628 **Gordon, Horrocks, Mumford and Porter via Zoom chat.**

629

630 16. ADJOURN

631

632 The regular meeting was adjourned at 8:57 p.m.

633

634

635

636

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Mayor

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City Recorder

### Action Items for June 16, 2020

Item	Staff	Description
<b>New</b>		
1	Sherrie	Staff to reach out to the LDS Church to discuss vacant property located at Amberly and Norfolk Drive. (Also, request was made to review potential change to development agreement to allow for a 55+ community). <i>This parcel is in compliance with all property maintenance codes. Staff will reach out to the property owner about long-term possible uses of the property.</i>
2	Janice Ken	Staff to provide the total amount of reduction based on sales tax and revenues for the 2020 budget to the Council (including sales tax and revenues including projected development revenue). <i>Staff will report back to the Council on this item.</i>
3	Janice Ken	Staff to provide a list of emergency response purchase (Capital Improvement Fund) for COVID expenditures in the amount of \$30,000 to Council. <i>A compilation of expenses being prepared for Council information.</i>
4	Janice	Staff to send the Council the detailed analysis of the sales tax projections from the State.
5	Ken David F. & David C.	Staff to create a formal plan and obtain approval from the health department before opening the splash pad. City attorney to review executive order regarding gathering of 50 people or less as well. Staff to send the plan to City Council for feedback as well. <i>Plan was prepared and sent to the Health Department. Their expectation is a robust enforcement of capacity and social distancing. Signage is being prepared at the present time in the event that we open the facility.</i>
6	David Ken	Staff to look into curbside green waste pickup & street pickup of appliances, junk, etc. as part of the agreement with the new waste haulers. <i>David and Ken will discuss with Robinson.</i>
7	Ken Craig	Ken Leetham to discuss speeding issues on Eagleridge Drive with Chief Black and placing a radar sign monitoring there. <i>Two speed monitoring signs have been placed on Eagleridge Drive.</i>
8	Craig, Ken Sherrie	Staff to follow up with car lot at the diagonal on (800 West?) and Highway 89 to ensure they do not park cars on the street. <i>A report is being prepared for the Council's review on this item.</i>
<b>Current</b>		
1	Sherrie	Review and approval of the revisions to the branding and wayfinding signage and banners for the Town Center. <i>Will be on an agenda in July.</i>
2	Ken	Staff to prepare thank you note for graduating Youth City Council members. <i>Draft complete and letters will be sent.</i>
3	Paul, Janice, Ken	Staff to monitor contractor pricing related to road projects and report back to City Council on any savings/decrease in pricing for the potential to go out for bid/perform road projects now. <i>This analysis is being done and will be presented to the City Council in July and continually monitored and updated. 6-2-20 Staff is not seeing a discount at this point, but will continue to monitor.</i>
4	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.</i>
5	David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
6	Paul	Ken Leetham suggested staff review the arterial roadways with heavy traffic to determine if increased standards were required.
7	Ken Tyler	Staff to pursue the proposal from the wedding venue operator for the upcoming needs at the golf course. Staff to also look into adjusting the contract with the current concessionaire to allow for a professional wedding group to provide those services. <i>This project is currently on hold since weddings and other gatherings are impacted by COVID-19 restrictions. The new golf course GM will also be taking this on as part of his duties and responsibilities.</i>
8	David	Staff to create a to do list for park projects this year with the help of the Parks and Arts Board and Ken Leetham
9	David/Ken /Linda?	Provide information on leash law and fines to City Council (potentially through social media as well?)
10	Janice	Provide analysis to City Council for whether to pay off Water Revenue Refunding Bonds. <i>Staff is meeting with city's financial advisor during the week of June 8<sup>th</sup> and will present in July.</i>

11	CD Dept.	Staff to work with Bountiful Veterans Park Foundation to reach out to the community to obtain the names of veterans in the community that would like to be honored on the memorial wall at the park. Staff to also work with Stan Porter and the PTAR Board to plan for next phases of possible improvements in the City's Veterans Memorial Park. <i>Ali has received the name list from Bountiful and is researching grant opportunities. (UPDATED 5/26/2020)</i>
12	Sherrie, Ken	Mayor Arave requested setting up a community wellness committee by ordinance so that we could make efforts similar to Centerville related to wellness in the community. <i>NAMI free on-line mentalhealth support group during COVID-19. Sign up: <a href="https://form.jotform.com/200846724854158">https://form.jotform.com/200846724854158</a> NAMI Mentor hotline 9am-4:15 pm M-F. (801) 323-9900 or (877) 230-6264. (updated 5/26/2020)</i>
13	Linda	Coordinate an afternoon time with UTA and Council for Frontrunner/UVX tour to Provo. <i>Linda has contacted Hal Johnson – He is coordinating with Beth Holbrook and will get back to us on potential dates. (Postponed until after COVID-19 restrictions.)</i>
14	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>This idea will be included in the new proposals related to the golf course and efforts to increase revenues.</i>
15	Sherrie, DRC	Council requested zoning recommendations from staff for two parcels on the east side of Orchard Drive north of Center Street, Odell Lane, and the RM-20-zoned neighborhood on the west side of Orchard Drive south of Center Street. <i>The DRC has reviewed the parcels and is currently considering options for rezoning the property.(3/5/20)</i>
16	Ken, David Church	Staff (David Church) to review current law related to annexation of unincorporated areas and to send an email to Senator Weiler ASAP (for the current legislative session) if the current law is not sufficient for the City's needs. <i>Sherrie has provided a memo to Ken (3/5/20)</i>
17	Sherrie Ken etc.	Get number for Jeremy Holt at LDS Hospital from Mayor re: partnering with NSL on mental illness outreach. Also, the Council discussed the possibility of staff preparing outreach/educational information in the newsletter and on the City's website some sources of help for suicide and mental illness. Council also discussed working with LDS Hospital, League of Cities and Towns, creating a citizen committee/group, hosting an educational class, and preparing a packet related to mental illness. <i>Ken has spoken with a non-profit group who may host a social services open house in NSL.</i>
18	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
19	Linda	Digital PDF of new resident information packet on the website with link on social media – <i>Linda is working on new packet.</i>
20	David Ken	Staff to work with Woods Cross to improve their dog park and discuss potential for a new dog park in the area. <i>City Staff is reviewing other communities' dog parks and preparing a recommendation for the City Council. Woods Cross City has tentatively indicated a willingness to participate.</i>
21	Ken Craig	Staff to work on emergency preparedness reporting and coordination with Davis County rather than NSL – and whether it should be organized and run by South Davis Fire. <i>Staff is working with surrounding communities and Fire District to evaluate staffing needs and possible employee sharing</i>
22	Paul David Ken	Various assignments related to water and water planning including: collection of water usage data by area, analysis and recommendation related to water conservation rate structure, and long-range planning for water needs. <i>Staff proposal to engage a 3<sup>rd</sup> party to perform water comprehensive plan in FY 2021 Budget.</i>
23	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>
24	Linda	Staff to arrange a tour of Wasatch Resource Recovery Plant for interested City Council members and staff. <i>Scheduled for early April. Now postponed until after COVID-19 passes.</i>